



DB Insurance Co., Ltd. (U.S. Branch)

222 S. Harbor Blvd., Suite 720

Anaheim, CA 92805

Phone Number: 1-888-891-7159



## CLAIMS REPORTING INFORMATION NOTICE

Our specialized claims management service understands the importance of getting a vehicle back on the road quickly after a loss. To help expedite the claim process, please report any event that may result in a claim, regardless of fault, **as soon as possible**.

### How to report a claim:

**Company:** ESIS, Inc.

**Phone:** 833-251-5232

**Email:** DBInsurance11964@tnwinc.com

When reporting a loss / accident, please have as much of the following information as possible available:

- ▶ Insured name and policy number
- ▶ Make, model and VIN of vehicle involved
- ▶ Name, address and phone number of all involved parties
- ▶ Date, time and location
- ▶ Details of loss / accident
- ▶ If applicable, name of law enforcement agency and report number

Thank you for your business and for reporting claims quickly.

POLICY NUMBER: TCA-P000300-00

COMMERCIAL AUTO

**MOTOR CARRIER DECLARATIONS****ITEM ONE**

<b>Company Name:</b> DB Insurance Co., LTD (US Branch) 222 S. Harbor Blvd Suite 720 PH (800) 888-9891 / 714-414-1200	<b>Producer Name:</b> JAGDEEP SINGH INSURANCE AGENCY
<b>Named Insured:</b> RABAAB TRUCKING LLC	<b>Mailing Address:</b> 9111 Taub Road Houston, TX 77064


Policy Period	
<b>From:</b> 05/24/2022	
<b>To:</b> 05/24/2023	At 12:01 AM Standard Time at your mailing address shown above
<b>Previous Policy Number:</b>	

<b>Form Of Business:</b>		
<input checked="checked" type="checkbox"/> Corporation	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Individual
<input type="checkbox"/> Partnership	<input type="checkbox"/> Other:	

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

<b>Premium shown is payable at inception:</b> [REDACTED]
<b>Audit Period (If Applicable):</b> <input type="checkbox"/> Annually <input type="checkbox"/> Semiannually <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly

Endorsements Attached To This Policy:
SEE SCHEDULE OF FORMS AND ENDORSEMENTS

Countersignature Of Authorized Representative
<b>Name:</b> Mr. Inhang Shin
<b>Title:</b> U.S. Branch Manager at DB Insurance Co., Ltd. (U.S. Branch)
<b>Signature:</b> 
<b>Date:</b> 05/24/2022

**Note**

Officers' facsimile signatures may be inserted here, on the policy cover or elsewhere at the company's option.

**ITEM TWO****Schedule Of Coverages And Covered Autos**

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos Section of the Motor Carrier Coverage Form next to the name of the coverage.

<b>Coverages</b>	<b>Covered Autos</b>	<b>Limit</b>	<b>Premium</b>
<b>Liability</b>	<b>67</b>	<b>\$1,000,000 Each Accident</b>	<b>[REDACTED]</b>
<b>Personal Injury Protection (Or Equivalent No-fault Coverage)</b>	<b>67</b>	<b>Separately Stated In Each Personal Injury Protection Endorsement Minus \$ Deductible</b>	<b>[REDACTED]</b>
<b>Added Personal Injury Protection (Or Equivalent Added No-fault Coverage)</b>	<b>Not Covered</b>	<b>Separately Stated In Each Added Personal Injury Protection Endorsement</b>	<b>Not Covered</b>
<b>Property Protection Insurance (Michigan Only)</b>	<b>Not Covered</b>	<b>Separately Stated In The Property Protection Insurance Endorsement Minus \$ Deductible For Each Accident</b>	<b>Not Covered</b>
<b>Auto Medical Payments</b>	<b>Not Covered</b>		<b>Not Covered</b>
<b>Medical Expense And Income Loss Benefits (Virginia Only)</b>	<b>Not Covered</b>	<b>Separately Stated In The Medical Expense And Income Loss Benefits Endorsement</b>	<b>Not Covered</b>
<b>Uninsured Motorists</b>	<b>67</b>	<b>\$85,000 Each Accident</b>	<b>[REDACTED]</b>
<b>Underinsured Motorists (When Not Included In Uninsured Motorists Coverage)</b>	<b>67</b>	<b>\$</b>	<b>Included</b>

## ITEM TWO

## Schedule Of Coverages And Covered Autos (Cont'd)

Coverages	Covered Autos	Limit	Premium
Trailer Interchange Comprehensive Coverage		Actual Cash Value, Cost Of Repair, Or \$ Stated Limit Of Insurance, Whichever Is Least \$ Deductible For Each Covered Trailer	
Trailer Interchange Specified Causes Of Loss Coverage		Actual Cash Value, Cost Of Repair, Or \$ Stated Limit Of Insurance, Whichever Is Least \$ Deductible For Each Covered Trailer	Not Covered
Trailer Interchange Collision Coverage		Actual Cash Value, Cost Of Repair, Or \$ Stated Limit Of Insurance, Whichever Is Least \$ Deductible For Each Covered Trailer	
Physical Damage Comprehensive Coverage		Actual Cash Value, Cost Of Repair, Or \$ Stated Limit Of Insurance, Whichever Is Least Deductible For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning See Item Four for Hired or Borrowed Autos. See Item Eight for Non-Owned Trailers	Not Covered
Physical Damage Specified Causes Of Loss Coverage		Actual Cash Value, Cost Of Repair, Or \$ Stated Limit Of Insurance, Whichever Is Least Deductible For Each Covered Auto For Loss Caused By Mischief Or Vandalism See Item Four for Hired or Borrowed Autos. See Item Eight for Non-Owned Trailers	Not Covered
Physical Damage Collision Coverage		Actual Cash Value, Cost Of Repair, Or \$ Stated Limit Of Insurance, Whichever Is Least Deductible For Each Covered Auto See Item Four for Hired or Borrowed Autos. See Item Eight for Non-Owned Trailers	Not Covered
Physical Damage Towing And Labor		\$ For Each Disablement Of A Private Passenger Auto	Not Covered
Premium For Endorsements			
Estimated Total Premium*			
*This policy may be subject to final audit.			



**SEE SCHEDULE OF COVERED AUTOS - DBTX-022 (0220)****ITEM THREE****Schedule Of Covered Autos You Own**

<b>Covered Auto Number:</b>					
<b>Town And State Where The Covered Auto Will Be Principally Garaged:</b>					
<b>Covered Auto Description</b>					
<b>Year:</b>		<b>Model:</b>		<b>Trade Name:</b>	
<b>Body Type:</b>				<b>Serial Number (S):</b>	
<b>Vehicle Identification Number (VIN):</b>					
<b>Purchased</b>					
<b>Original Cost New:</b>		\$			
<b>Actual Cost New Or Used:</b>		\$ <input type="checkbox"/> New <input type="checkbox"/> Used			
<b>Classification</b>					
<b>Radius Of Operation</b>	<b>Business Use</b> s=service r=retail c=commercial	<b>Size GVW, GCW Or Vehicle Seating Capacity</b>	<b>Age Group</b>	<b>Secondary Rating Classification</b>	<b>Code</b>
<b>Except For Towing And Storage, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At The Time Of The Loss:</b>					
<b>Coverages – Premiums, Limits And Deductibles</b> (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding Item Two column applies instead.)					
<b>Coverages</b>	<b>Limit</b>				<b>Premium</b>
<b>Liability</b>	\$ Minus Deductible				\$
<b>Personal Injury Protection</b>	Stated In Each Personal Injury Protection Endorsement Minus Deductible				\$
<b>Added Personal Injury Protection</b>	Stated In Each Added Personal Injury Protection Endorsement				\$
<b>Property Protection Insurance (Michigan Only)</b>	Stated In The Property Protection Insurance Endorsement Minus Deductible				\$
<b>Auto Medical Payments</b>	\$				\$
<b>Medical Expense And Income Loss Benefits (Virginia Only)</b>	Stated In The Medical Expense And Income Loss Benefits Endorsement For Each Person				\$
<b>Comprehensive</b>	Stated In Item Two Minus Deductible				\$
<b>Specified Causes Of Loss</b>	Stated In Item Two Minus Deductible				\$
<b>Collision</b>	Stated In Item Two Minus Deductible				\$
<b>Towing And Labor</b>	\$ Per Disablement				\$



**ITEM THREE****Schedule Of Covered Autos You Own (Cont'd)**

<b>Covered Auto Number:</b>					
<b>Town And State Where The Covered Auto Will Be Principally Garaged:</b>					
<b>Covered Auto Description</b>					
<b>Year:</b>		<b>Model:</b>		<b>Trade Name:</b>	
<b>Body Type:</b>				<b>Serial Number (S):</b>	
<b>Vehicle Identification Number (VIN):</b>					
<b>Purchased</b>					
<b>Original Cost New:</b>		\$			
<b>Actual Cost New Or Used:</b>		\$ <input type="checkbox"/> New <input type="checkbox"/> Used			
<b>Classification</b>					
<b>Radius Of Operation</b>	<b>Business Use</b> s=service r=retail c=commercial	<b>Size GVW, GCW Or Vehicle Seating Capacity</b>	<b>Age Group</b>	<b>Secondary Rating Classification</b>	<b>Code</b>
Except For Towing And Storage, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At The Time Of The Loss:					
<b>Coverages – Premiums, Limits And Deductibles</b> (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding Item Two column applies instead.)					
<b>Coverages</b>	<b>Limit</b>				<b>Premium</b>
<b>Liability</b>	\$ Minus Deductible				\$
<b>Personal Injury Protection</b>	Stated In Each Personal Injury Protection Endorsement Minus Deductible				\$
<b>Added Personal Injury Protection</b>	Stated In Each Added Personal Injury Protection Endorsement				\$
<b>Property Protection Insurance (Michigan Only)</b>	Stated In The Property Protection Insurance Endorsement Minus Deductible				\$
<b>Auto Medical Payments</b>	\$				\$
<b>Medical Expense And Income Loss Benefits (Virginia Only)</b>	Stated In The Medical Expense And Income Loss Benefits Endorsement For Each Person				\$
<b>Comprehensive</b>	Stated In Item Two Minus Deductible				\$
<b>Specified Causes Of Loss</b>	Stated In Item Two Minus Deductible				\$
<b>Collision</b>	Stated In Item Two Minus Deductible				\$
<b>Towing And Labor</b>	\$ Per Disablement				\$



**ITEM THREE****Schedule Of Covered Autos You Own (Cont'd)**

<b>Covered Auto Number:</b>					
<b>Town And State Where The Covered Auto Will Be Principally Garaged:</b>					
<b>Covered Auto Description</b>					
<b>Year:</b>		<b>Model:</b>		<b>Trade Name:</b>	
<b>Body Type:</b>				<b>Serial Number (S):</b>	
<b>Vehicle Identification Number (VIN):</b>					
<b>Purchased</b>					
<b>Original Cost New:</b>		\$			
<b>Actual Cost New Or Used:</b>		\$ <input type="checkbox"/> New <input type="checkbox"/> Used			
<b>Classification</b>					
<b>Radius Of Operation</b>	<b>Business Use</b> s=service r=retail c=commercial	<b>Size GVW, GCW Or Vehicle Seating Capacity</b>	<b>Age Group</b>	<b>Secondary Rating Classification</b>	<b>Code</b>
<b>Except For Towing And Storage, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At The Time Of The Loss:</b>					
<b>Coverages – Premiums, Limits And Deductibles</b> (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding Item Two column applies instead.)					
<b>Coverages</b>	<b>Limit</b>				<b>Premium</b>
<b>Liability</b>	\$ Minus Deductible				\$
<b>Personal Injury Protection</b>	Stated In Each Personal Injury Protection Endorsement Minus Deductible				\$
<b>Added Personal Injury Protection</b>	Stated In Each Added Personal Injury Protection Endorsement				\$
<b>Property Protection Insurance (Michigan Only)</b>	Stated In The Property Protection Insurance Endorsement Minus Deductible				\$
<b>Auto Medical Payments</b>	\$				\$
<b>Medical Expense And Income Loss Benefits (Virginia Only)</b>	Stated In The Medical Expense And Income Loss Benefits Endorsement For Each Person				\$
<b>Comprehensive</b>	Stated In Item Two Minus Deductible				\$
<b>Specified Causes Of Loss</b>	Stated In Item Two Minus Deductible				\$
<b>Collision</b>	Stated In Item Two Minus Deductible				\$
<b>Towing And Labor</b>	\$ Per Disablement				\$





**ITEM THREE****Schedule Of Covered Autos You Own (Cont'd)**

<b>Total Premiums</b>	
<b>Liability</b>	<b>\$</b>
<b>Personal Injury Protection</b>	<b>\$</b>
<b>Added Personal Injury Protection</b>	<b>\$</b>
<b>Property Protection Insurance (Michigan Only)</b>	<b>\$</b>
<b>Auto Medical Payments</b>	<b>\$</b>
<b>Medical Expense And Income Loss Benefits (Virginia Only)</b>	<b>\$</b>
<b>Comprehensive</b>	<b>\$</b>
<b>Specified Causes Of Loss</b>	<b>\$</b>
<b>Collision</b>	<b>\$</b>
<b>Towing And Labor</b>	<b>\$</b>

**ITEM FOUR****Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums**

<b>Liability Coverage – Cost Of Hire Rating Basis For Autos Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)</b>		
<b>Liability Coverage</b>	<b>Estimated Annual Cost Of Hire For All States</b>	<b>Premium</b>
<b>Primary Coverage</b>		
<b>Excess Coverage</b>	\$	\$
<b>Total Premium</b>		

For "autos" used in your motor carrier operations, cost of hire means:

- (a) The total dollar amount of costs you incurred for the hire of automobiles (includes "trailers" and semitrailers), and if not included therein,
- (b) The total remunerations of all operators and drivers' helpers, of hired automobiles whether hired with a driver by lessor or an "employee" of the lessee, or any other third party, and
- (c) The total dollar amount of any other costs (*i.e.*, repair, maintenance, fuel, etc.) directly associated with operating the hired automobiles whether such costs are absorbed by the "insured", paid to the lessor or owner, or paid to others.

<b>Liability Coverage – Cost of Hire Rating Basis For Autos NOT Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)</b>			
<b>Liability Coverage</b>	<b>State</b>	<b>Estimated Annual Cost Of Hire For Each State</b>	<b>Premium</b>
<b>Primary Coverage</b>		\$	\$
<b>Excess Coverage</b>		\$	\$
<b>Total Premium</b>			\$

For "autos" **NOT** used in your motor carrier operations, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

**ITEM FOUR****Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums (Cont'd)**

<b>Physical Damage Coverages – Cost of Hire Rating Basis For All Autos (Other Than Mobile Or Farm Equipment)</b>				
<b>Coverage</b>	<b>State</b>	<b>Limit Of Insurance</b>	<b>Estimated Annual Cost Of Hire For Each State (Excluding Autos Hired With A Driver)</b>	<b>Premium</b>
<b>Comprehensive</b>		Actual Cash Value, Cost Of Repair, Or \$                      Stated Limit Of Insurance Whichever Is Least _____  \$                      Deductible For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning	\$	\$
<b>Specified Causes Of Loss</b>		Actual Cash Value, Cost Of Repair, Or \$                      Stated Limit Of Insurance Whichever Is Least _____  \$                      Deductible For Each Covered Auto For Loss Caused By Mischief Or Vandalism	\$	\$
<b>Collision</b>		Actual Cash Value, Cost Of Repair, Or \$                      Stated Limit Of Insurance Whichever Is Least _____  \$                      Deductible For Each Covered Auto	\$	\$
<b>Total Premium</b>			<b>\$</b>	
For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any "auto" that is leased, hired, rented or borrowed with a driver.				



**ITEM FOUR****Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums (Cont'd)**

<b>Cost Of Hire Rating Basis For Mobile Or Farm Equipment – Other Than Physical Damage Coverages</b>					
<b>Coverage</b>	<b>State</b>	<b>Estimated Annual Cost Of Hire For Each State</b>		<b>Premium</b>	
		<b>Mobile Equipment</b>	<b>Farm Equipment</b>	<b>Mobile Equipment</b>	<b>Farm Equipment</b>
<b>Liability – Primary Coverage</b>		\$	\$	\$	\$
<b>Liability – Excess Coverage</b>		\$	\$	\$	\$
<b>Personal Injury Protection</b>		\$	\$	\$	\$
<b>Medical Expense Benefits (Virginia Only)</b>		\$	\$	\$	\$
<b>Income Loss Benefits (Virginia Only)</b>		\$	\$	\$	\$
<b>Auto Medical Payments</b>		\$	\$	\$	\$
<b>Total Premiums</b>				\$	\$
<p>Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.</p>					



**ITEM FOUR****Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums (Cont'd)**

<b>Cost Of Hire Rating Basis For Mobile Or Farm Equipment – Physical Damage Coverages</b>						
<b>Coverage</b>	<b>State</b>	<b>Limit Of Insurance</b>	<b>Estimated Annual Cost Of Hire For Each State (Excluding Autos Hired With A Driver)</b>		<b>Premium</b>	
			<b>Mobile Equipment</b>	<b>Farm Equipment</b>	<b>Mobile Equipment</b>	<b>Farm Equipment</b>
<b>Comprehensive</b>		Actual Cash Value, Cost Of Repair, Or \$                      Stated Limit Whichever Is Least  \$                      Ded. For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire Or Lightning	\$	\$	\$	\$
<b>Specified Causes Of Loss</b>		Actual Cash Value, Cost Of Repair, Or \$                      Stated Limit Whichever Is Least  \$                      Ded. For Each Covered Auto For Loss Caused By Mischief Or Vandalism	\$	\$	\$	\$
<b>Collision</b>		Actual Cash Value, Cost Of Repair, Or \$                      Stated Limit Whichever Is Least  \$                      Ded. For Each Covered Auto	\$	\$	\$	\$
<b>Total Premiums</b>					\$	\$
For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any "auto" that is leased, hired, rented or borrowed with a driver.						

**ITEM FOUR****Schedule Of Hired Or Borrowed Covered Auto Coverage And Premiums (Cont'd)**

<b>Rental Period Rating Basis For Mobile Or Farm Equipment</b>					
<b>Coverage</b>	<b>Town and State Where The Job Site Is Located</b>	<b>Estimated Number Of Days Equipment Will Be Rented</b>		<b>Premium</b>	
		<b>Mobile Equipment</b>	<b>Farm Equipment</b>	<b>Mobile Equipment</b>	<b>Farm Equipment</b>
<b>Liability</b>				\$	\$
<b>Personal Injury Protection</b>				\$	\$
<b>Medical Expense Benefits (Virginia Only)</b>				\$	\$
<b>Income Loss Benefits (Virginia Only)</b>				\$	\$
<b>Auto Medical Payments</b>				\$	\$
<b>Total Premiums</b>				\$	\$

**ITEM FIVE****Schedule For Non-ownership Liability**

<b>Rating Basis</b>	<b>Number</b>	<b>Premium</b>
<b>Number Of Employees</b>		\$
<b>Number Of Partners (Active and Inactive)</b>		\$
<b>Total Premium</b>		\$

**ITEM SIX****Trailer Interchange Coverage**

Coverages	Limit Of Insurance	Estimated Premium
Comprehensive	Stated In Item Two	
Specified Causes Of Loss		
Collision		
Total Premium		

**ITEM SEVEN****Schedule For Gross Receipts Or Mileage Rating Basis**

<b>Address Of Business Headquarters Location:</b>	
<b>Type Of Risk</b> (Check one): <input type="checkbox"/> Motor Carriers <input type="checkbox"/> Public Autos <input type="checkbox"/> Leasing Or Rental Concerns	
<b>Rating Basis</b> (Check one): <input type="checkbox"/> Gross Receipts (Per \$100) <input type="checkbox"/> Mileage (Per Mile)	
<b>Estimated Yearly (Gross Receipts Or Mileage):</b>	
<b>Premiums</b>	
Liability	\$
Personal Injury Protection	\$
Added Personal Injury Protection	\$
Property Protection Insurance (Michigan Only)	\$
Auto Medical Payments	\$
Medical Expense And Income Loss Benefits (Virginia Only)	\$
Comprehensive	\$
Specified Causes Of Loss	\$
Collision	\$
Towing And Labor	\$

<b>Address Of Business Headquarters Location:</b>	
<b>Type Of Risk</b> (Check one): <input type="checkbox"/> Motor Carriers <input type="checkbox"/> Public Autos <input type="checkbox"/> Leasing Or Rental Concerns	
<b>Rating Basis</b> (Check one): <input type="checkbox"/> Gross Receipts (Per \$100) <input type="checkbox"/> Mileage (Per Mile)	
<b>Estimated Yearly (Gross Receipts Or Mileage):</b>	
<b>Premiums</b>	
Liability	\$
Personal Injury Protection	\$
Added Personal Injury Protection	\$
Property Protection Insurance (Michigan Only)	\$
Auto Medical Payments	\$
Medical Expense And Income Loss Benefits (Virginia Only)	\$
Comprehensive	\$
Specified Causes Of Loss	\$
Collision	\$
Towing And Labor	\$



**ITEM SEVEN****Schedule For Gross Receipts Or Mileage Rating Basis (Cont'd)**

<b>Address Of Business Headquarters Location:</b>	
<b>Type Of Risk</b> (Check one): <input type="checkbox"/> <b>Motor Carriers</b> <input type="checkbox"/> <b>Public Autos</b> <input type="checkbox"/> <b>Leasing Or Rental Concerns</b>	
<b>Rating Basis</b> (Check one): <input type="checkbox"/> <b>Gross Receipts (Per \$100)</b> <input type="checkbox"/> <b>Mileage (Per Mile)</b>	
<b>Estimated Yearly (Gross Receipts Or Mileage):</b>	
<b>Premiums</b>	
<b>Liability</b>	\$
<b>Personal Injury Protection</b>	\$
<b>Added Personal Injury Protection</b>	\$
<b>Property Protection Insurance (Michigan Only)</b>	\$
<b>Auto Medical Payments</b>	\$
<b>Medical Expense And Income Loss Benefits (Virginia Only)</b>	\$
<b>Comprehensive</b>	\$
<b>Specified Causes Of Loss</b>	\$
<b>Collision</b>	\$
<b>Towing And Labor</b>	\$



## **ITEM SEVEN**

### **Schedule For Gross Receipts Or Mileage Rating Basis (Cont'd)**

When gross receipts or mileage is used as a premium basis:

#### **FOR MOTOR CARRIERS**

Gross receipts means the total amount earned by the named insured for shipping or transporting property regardless of whether you or any other carrier originate the shipment or transportation. Gross receipts includes the total amount received from renting equipment, with or without drivers, to any person or organization not engaged in the business of transporting property for hire by "auto" and 15% of the total amount received from renting any equipment with or without drivers, to any person or organization engaged in the business of transporting property for hire by "auto". Gross receipts does not include:

- A. Amounts you paid to air, sea or land carriers operating under their own permits.
- B. Advertising revenue.
- C. Taxes collected as a separate item and paid directly to the government.
- D. C.O.D. collections for cost of merchandise including collection fees.
- E. Warehouse storage fees.

#### **FOR PUBLIC AUTOS**

Gross receipts means the total amount earned by the named insured for transporting passengers, mail and merchandise.

Gross receipts does not include:

- A. Amounts paid to air, sea or land carriers operating under their own permits.
- B. Advertising revenue.
- C. Taxes collected as a separate item and paid directly to the government.
- D. C.O.D. collections for cost of mail or merchandise including collection fees.

Mileage means the total live and dead mileage of all revenue producing "autos" operated during the policy period.

#### **FOR RENTAL OR LEASING CONCERNS**

Gross receipts means the total amount earned by the named insured for the leasing or renting of "autos" to others without drivers.

Mileage means the total live and dead mileage of all "autos" you leased or rented to others without drivers.

**ITEM EIGHT****Schedule of Non-Owned Trailer Covered Auto Coverage And Premiums**

When Symbol 74 is used for one or more of the Physical Damage Coverages

<b>Physical Damage Coverages – Cost of Hire Rating Basis for Non-Owned Trailers</b>				
<b>Coverages</b>	<b>State</b>	<b>Limit of Insurance</b>	<b>Estimated Annual Cost of Hire for Each State (Excluding Non-Owned Trailers Hired With A Driver)</b>	<b>Premium</b>
<b>Comprehensive</b>		Least Of Actual Cash Value, Cost of Repair, Or Limit Of Insurance Deductible For Each Non-Owned Trailer But No Deductible Applies To Loss Caused By Fire Or Lightning		
<b>Specified Causes of Loss</b>		Least Of Actual Cash Value, Cost of Repair, Or Limit Of Insurance Deductible For Each Non-Owned Trailer But No Deductible Applies To Loss Caused By Mischief Or Vandalism		
<b>Collision</b>		Least Of Actual Cash Value, Cost of Repair, Or Limit Of Insurance Deductible For Each Non-Owned Trailer		
For Physical Damages Coverage, cost of hire means the total amount you incur for the hire of “trailers” you don’t own (not including non-owned “trailers” you borrow or rent from your partners or “employees” or their family members). Cost of hire does not include charges for any non-owned “trailer” that is leased, hired, rented or borrowed with a driver.				



Named Insured: RABAAB TRUCKING LLC

Policy No: TCA-P000300-00

Effective Date: 05/24/2022

**COMMERCIAL AUTO****SCHEDULE OF FORMS AND ENDORSEMENTS**

<b>FORM NUMBER</b>	<b>NAME</b>
DBTX-000 (0220)	Cover Page
DBTX-010 (0220)	Motor Carrier Declarations
PRMT SFE 0919	Schedule of Forms and Endorsements
DBTX-022 (0220)	Schedule of Covered Autos You Own
	Driver Schedule
CA 00 20 10 13	Motor Carrier Coverage Form
DBTX-002 (0220)	Punitive Damages Exclusion
DBTX-005 (0220)	Cancellation for Unreported Drivers
DBTX-006 (0220)	Cancellation for Unauthorized Person
DBTX-009 (0220)	Physical Damage Coverage and Trailer Interchange Coverage Changes
DBTX-024 (0220)	Transported Auto Endorsement
DBTX-026A (0220)	Unreported Drivers
DBTX-030 (0220)	Passenger Hazard Exclusion
DBTX-036 (0220)	Important Notice
DBTX-038 (0220)	Combined Deductible
DBTX-044 (0220)	OFAC Notice
DBTX-046 (0220)	Notice to Texas Policyholders - Loss Control Services
CA 01 96 10 13	Texas Changes
CA 02 43 11 13	Texas Changes - Cancellation and Nonrenewal
IL 00 21 09 08	Nuclear Energy Liability Exclusion Endorsement
DBTX-008 (0220)	Exclusion for Unlicensed and Underlicensed Drivers
CA 21 09 10 13	Texas Uninsured-Underinsured Motorists Coverage
CA 22 64 10 13	Texas Personal Injury Protection Endorsement
DBTX-034 (0220)	Exclusion - Broker Liability
DBTX-003 (0220)	Driver Exclusion
DBTX-027 (0220)	Driver Exclusion Unreported Driver Under Twenty Five (25) Years of Age
MCS 90 (0220)	Motor Carrier Policies of Insurance for Public Liability
DBTX-020 (0220)	Signature Page

**SCHEDULE OF COVERED AUTOS YOU OWN**

POLICY NO: TCA-P000300-00  
COMMERCIAL AUTO

Important: In all columns having double captions, show information in the same order as captioned.

DESCRIPTION OF AUTO				Insurance is provided only for coverages for which a specific premium charge is shown.									
Auto No	Model Year - Trade Name	Serial No.	Primarily Garaged (City)	Liability		UM and/or UIM Coverage	P.I.P. Coverage	P.I.P. Coverage	P.I.P. Coverage	Med Pay Coverage	Physical Damage Coverages		
	Body Type - Truck Name (Truck Load, Gallonage, Bus Seating Capacity)	Radius of Use	(State)	Bodily Injury Premium	Property Damage Premium	BI Premium PD Premium	Premium	Premium	Premium	Premium	Stated Amount	Comprehensive Ded Amount Premium	Collision Ded Amount Premium
1	2017 Freightliner	3AKJGLDR6HSHV9689	Houston		Included								
	Tractor	1500	TX										
2	2018 Kenworth	1XKYD49X4JU200815	Houston		Included								
	Tractor	1500	TX										
3	2019 Freightliner	3AKJGLDR6SKK5936	Houston		Included								
	Tractor	1500	TX										
4	2021 Freightliner	3AKJHHR7MSMU3719	Houston		Included								
	Tractor	1500	TX										
5	2017 Freightliner	3AKJGLDR9HSD1442	Houston		Included								
	Tractor	1500	TX										
6	2020 Freightliner	3ALXFB001LDLG0155	Houston		Included								
	Tractor	1500	TX										
7	2019 Freightliner	3ALXGF006KDKB2070	Houston		Included								
	Tractor	1500	TX										
8	2020 Freightliner	3ALXFB006LDLG8509	Houston		Included								
	Tractor	1500	TX										
9	2020 Freightliner	3ALXGF005LDLG8120	Houston		Included								
	Tractor	1500	TX										
10	2017 Kenworth	1XKYD49X6HJ158450	Houston		Included								
	Tractor	1500	TX										
<b>TOTAL PREMIUMS</b>					Included								



**SCHEDULE OF COVERED AUTOS YOU OWN**

POLICY NO: TCA-P000300-00  
COMMERCIAL AUTO

Important: In all columns having double captions, show information in the same order as captioned.

DESCRIPTION OF AUTO				Insurance is provided only for coverages for which a specific premium charge is shown.									
Auto No	Model Year - Trade Name	Serial No.	Primically Garaged (City)	Liability		UM and/or UIM Coverage	P.I.P. Coverage	P.I.P. Coverage	Med Pay Coverage	Physical Damage Coverages			
	Body Type - Truck Name (Truck Load, Gallonage, Bus Seating Capacity)	Radius of Use	(State)	Bodily Injury Premium	Property Damage Premium	BI Premium PD Premium	Premium	Premium	Premium	Stated Amount	Comprehensive	Collision	
11	2018 Freightliner	3ALXGF008JDJS7587	Houston	<div></div>	Included	<div></div>	<div></div>	<div></div>	Premium				
	Tractor	1500	TX										
12	2020 Freightliner	3AKJHHR0LSLL1360	Houston	<div></div>	Included	<div></div>	<div></div>	<div></div>					
	Tractor	1500	TX										
13	2022 Freightliner	3AKJHHR2NSMZ4711	Houston	<div></div>	Included	<div></div>	<div></div>	<div></div>					
	Tractor	1500	TX										
14	2018 Freightliner	3ALXA7001JDUK0505	Houston	<div></div>	Included	<div></div>	<div></div>	<div></div>					
	Tractor	1500	TX										
15	2020 Freightliner	3ALXGF000DLG8204	Houston	<div></div>	Included	<div></div>	<div></div>	<div></div>					
	Tractor	1500	TX										
16	2018 Freightliner	3AKJGLDRXJSJE9339	Houston	<div></div>	Included	<div></div>	<div></div>	<div></div>					
	Tractor	1500	TX										
17	2020 Freightliner	3AKJHHR6LSLM9653	Houston	<div></div>	Included	<div></div>	<div></div>	<div></div>					
	Tractor	1500	TX										
18	2015 Freightliner	1FUJGLD57FLGE3807	Houston	<div></div>	Included	<div></div>	<div></div>	<div></div>					
	Tractor	1500	TX										
19	2015 Freightliner	3AKJGLD51FSGG0252	Houston	<div></div>	Included	<div></div>	<div></div>	<div></div>					
	Tractor	1500	TX										
20	2020 Freightliner	3AKJHHR4LSLU5522	Houston	<div></div>	Included	<div></div>	<div></div>	<div></div>					
	Tractor	1500	TX										
TOTAL PREMIUMS													

**SCHEDULE OF COVERED AUTOS YOU OWN**

POLICY NO: TCA-P000300-00  
COMMERCIAL AUTO

Important: In all columns having double captions, show information in the same order as captioned.

DESCRIPTION OF AUTO				Insurance is provided only for coverages for which a specific premium charge is shown.									
Auto No	Model Year - Trade Name	Serial No.	Primicipally Garaged (City)	Liability		UM and/or UIM Coverage	P.I.P. Coverage	P.I.P. Coverage	Med Pay Coverage	Physical Damage Coverages			
	Body Type - Truck Name (Truck Load, Gallonage, Bus Seating Capacity)	Radius of Use	(State)	Bodily Injury Premium	Property Damage Premium	BI Premium PD Premium	Premium	Premium		Stated Amount	Comprehensive	Collision	
21	2020 Freightliner	3AKJHHR8LSLS5354	Houston	<div></div>	Included	<div></div>	<div></div>						
	Tractor	1500	TX				<div></div>						
22	2020 Freightliner	3AKJHHR3KSKF5904	Houston	<div></div>	Included	<div></div>	<div></div>						
	Tractor	1500	TX				<div></div>						
23	2021 Non-Owned		Houston	<div></div>	Included	<div></div>	<div></div>						
	Non-Owned	1500	TX				<div></div>						
24	2021 Non-Owned		Houston	<div></div>	Included	<div></div>	<div></div>						
	Non-Owned	1500	TX				<div></div>						
25	2021 Non-Owned		Houston	<div></div>	Included	<div></div>	<div></div>						
	Non-Owned	1500	TX				<div></div>						
26	2021 Non-Owned		Houston	<div></div>	Included	<div></div>	<div></div>						
	Non-Owned	1500	TX				<div></div>						
27	2021 Non-Owned		Houston	<div></div>	Included	<div></div>	<div></div>						
	Non-Owned	1500	TX				<div></div>						
28	2021 Non-Owned		Houston	<div></div>	Included	<div></div>	<div></div>						
	Non-Owned	1500	TX				<div></div>						
29	2021 Non-Owned		Houston	<div></div>	Included	<div></div>	<div></div>						
	Non-Owned	1500	TX				<div></div>						
30	2021 Non-Owned		Houston	<div></div>	Included	<div></div>	<div></div>						
	Non-Owned	1500	TX				<div></div>						
			TOTAL PREMIUMS										

**SCHEDULE OF COVERED AUTOS YOU OWN**

POLICY NO: TCA-P000300-00  
COMMERCIAL AUTO

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DESCRIPTION OF AUTO				Insurance is provided only for coverages for which a specific premium charge is shown.									
Auto No	Model Year - Trade Name	Serial No.	Primarily Garaged (City)	Liability		UM and/or UIM Coverage	P.I.P. Coverage	P.I.P. Coverage	P.I.P. Coverage	Med Pay Coverage	Physical Damage Coverages		
	Body Type - Truck Name (Truck Load, Gallonage, Bus Seating Capacity)	Radius of Use	(State)	Bodily Injury Premium	Property Damage Premium	BI Premium PD Premium	Premium	Premium	Premium	Premium	Stated Amount	Comprehensive	Collision
31	2021 Non-Owned		Houston		Included								
	Non-Owned	1500	TX										
32	2021 Non-Owned		Houston		Included								
	Non-Owned	1500	TX										
33	2021 Non-Owned		Houston		Included								
	Non-Owned	1500	TX										
34	2021 Non-Owned		Houston		Included								
	Non-Owned	1500	TX										
35	2021 Non-Owned		Houston		Included								
	Non-Owned	1500	TX										
36	2021 Non-Owned		Houston		Included								
	Non-Owned	1500	TX										
37	2021 Non-Owned		Houston		Included								
	Non-Owned	1500	TX										
38	2021 Non-Owned		Houston		Included								
	Non-Owned	1500	TX										
39	2021 Non-Owned		Houston		Included								
	Non-Owned	1500	TX										
40	2021 Non-Owned		Houston		Included								
	Non-Owned	1500	TX										
				TOTAL PREMIUMS									

**SCHEDULE OF COVERED AUTOS YOU OWN**

POLICY NO: TCA-P000300-00  
COMMERCIAL AUTO

Important: In all columns having double captions, show information in the same order as captioned.

DESCRIPTION OF AUTO				Insurance is provided only for coverages for which a specific premium charge is shown.								
Auto No	Model Year - Trade Name	Serial No.	Primipally Garaged (City)	Liability		UM and/or UIM Coverage	P.I.P. Coverage	P.I.P. Coverage	Med Pay Coverage	Physical Damage Coverages		
	Body Type - Truck Name (Truck Load, Gallonage, Bus Seating Capacity)	Radius of Use	(State)	Bodily Injury Premium	Property Damage Premium	BI Premium PD Premium	Premium	Premium		Stated Amount	Comprehensive	Collision
41	2021 Non-Owned		Houston		Included							
	Non-Owned	1500	TX									
42	2021 Non-Owned		Houston		Included							
	Non-Owned	1500	TX									
43	2021 Non-Owned		Houston		Included							
	Non-Owned	1500	TX									
44	2021 Non-Owned		Houston		Included							
	Non-Owned	1500	TX									
45												
46												
47												
48												
49												
50												
TOTAL PREMIUMS												



**DB Insurance Co., Ltd.**

<b>Policy Number:</b>	TCA-P000300-00
<b>Policy Term:</b>	05/24/2022 - 05/24/2023
<b>Named Insured:</b>	RABAAB TRUCKING LLC
<b>Agent:</b>	JAGDEEP SINGH INSURANCE AGENCY 4185 W Figarden Dr #101 Fresno, CA 93722

**DRIVER SCHEDULE**

No.	Name	Date of Birth	License Number	License State	Effective
1	AMARPAL SINGH SANDHU			TX	05/24/2022
2	MEHMOOD IFTIKHAR			TX	05/24/2022
3	HARPINDER SINGH			TX	05/24/2022
4	LAKHBIR SINGH			TX	05/24/2022
5	SURJIT SINGH			TX	05/24/2022
6	CARLVESTER YOUNG			TX	05/24/2022
7	SURJIT S GREWAL			TX	05/24/2022
8	ARUN SEHRAWAT			TX	05/24/2022
9	ALI ASAD			TX	05/24/2022
10	DEVONNE LINELL HUDSON			TX	05/24/2022
11	THOMAS DILLIAN CALEB			TX	05/24/2022
12	IQBAL RAZA			TX	05/24/2022
13	JOSE G MARTINEZ			TX	05/24/2022
14	HASEEB UR REHMAN			TX	05/24/2022
15	WOOTEN LESLIE ROOZELL			TX	05/24/2022
16	DEANDRE JERELL BRYANT			TX	05/24/2022
17	SUKHWINDER SINGH KAHLOH			CA	05/24/2022
18	SYED SHAAN			CA	05/24/2022
19	SHARANJIT SINGH			CA	05/24/2022
20	JAGPREET SINGH			CA	05/24/2022
21	HARDIP SINGH			CA	05/24/2022

POLICY NUMBER: TCA-P000300-00

COMMERCIAL AUTO  
CA 00 20 10 13

## MOTOR CARRIER COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section VI – Definitions.

### SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

#### A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
<b>61</b>	Any "Auto"	
<b>62</b>	Owned "Autos" Only	Only the "autos" you own (and for Covered Autos Liability Coverage any "trailers" you don't own while connected to a power unit you own). This includes those "autos" you acquire ownership of after the policy begins.
<b>63</b>	Owned Private Passenger Type "Autos" Only	Only the "private passenger type" "autos" you own. This includes those "private passenger type" "autos" that you acquire ownership of after the policy begins.
<b>64</b>	Owned Commercial "Autos" Only	Only those trucks, tractors and "trailers" you own (and for Covered Autos Liability Coverage any "trailers" you don't own while connected to a power unit you own). This includes those trucks, tractors and "trailers" you acquire ownership of after the policy begins.
<b>65</b>	Owned "Autos" Subject To No-fault	Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the no-fault law in the state where they are licensed or principally garaged.
<b>66</b>	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that, because of the law in the state where they are licensed or principally garaged, are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
<b>67</b>	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
<b>68</b>	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "private passenger type" "auto" you lease, hire, rent or borrow from any member of your household, any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or agents or members of their households.
<b>69</b>	"Trailers" In Your Possession Under A Written Trailer Or Equipment Interchange Agreement	Only those "trailers" you do not own while in your possession under a written "trailer" or equipment interchange agreement in which you assume liability for "loss" to the "trailers" while in your possession.

Symbol	Description Of Covered Auto Designation Symbols	
<b>70</b>	Your "Trailers" In The Possession Of Anyone Else Under A Written Trailer Interchange Agreement	Only those "trailers" you own or hire while in the possession of anyone else under a written "trailer" interchange agreement. When Symbol <b>70</b> is entered next to a Physical Damage Coverage in Item Two of the Declarations, the Physical Damage Coverage exclusion relating to "loss" to a "trailer" in the possession of anyone else does not apply to that coverage.
<b>71</b>	Non-owned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "private passenger type" "autos" owned by your "employees" or partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.
<b>79</b>	"Mobile Equipment" Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

#### **B. Owned Autos You Acquire After The Policy Begins**

1. If Symbols **61, 62, 63, 64, 65, 66** or **79** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol **67** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
  - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
  - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

#### **C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos**

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".

3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;
  - d. "Loss"; or
  - e. Destruction.

### **SECTION II – COVERED AUTOS LIABILITY COVERAGE**

#### **A. Coverage**

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We will have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Covered Autos Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

### 1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
  - (1) The owner or any "employee", agent or driver of the owner, or anyone else from whom you hire or borrow a covered "auto".
  - (2) Your "employee" or agent if the covered "auto" is owned by that "employee" or agent or a member of his or her household.
  - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
  - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), a lessee or borrower of a covered "auto" or any of their "employees", while moving property to or from a covered "auto".
  - (5) A partner (if you are a partnership), or member (if you are a limited liability company), for a covered "auto" owned by him or her or a member of his or her household.
- c. The owner or anyone else from whom you hire or borrow a covered "auto" that is a "trailer" while the "trailer" is connected to another covered "auto" that is a power unit, or, if not connected, is being used exclusively in your business.

- d. The lessor of a covered "auto" that is not a "trailer" or any "employee", agent or driver of the lessor while the "auto" is leased to you under a written agreement if the written agreement between the lessor and you does not require the lessor to hold you harmless and then only when the leased "auto" is used in your business as a "motor carrier" for hire.
- e. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

However, none of the following is an "insured":

- (1) Any "motor carrier" for hire or his or her agents or "employees", other than you and your "employees":
  - (a) If the "motor carrier" is subject to motor carrier insurance requirements and meets them by a means other than "auto" liability insurance.
  - (b) If the "motor carrier" is not insured for hired "autos" under an "auto" liability insurance form that insures on a primary basis the owners of the "autos" and their agents and "employees" while the "autos" are leased to that "motor carrier" and used in his or her business.

However, Paragraph (1) above does not apply if you have leased an "auto" to the for-hire "motor carrier" under a written lease agreement in which you have held that "motor carrier" harmless.

- (2) Any rail, water or air carrier or its "employees" or agents, other than you and your "employees", for a "trailer" if "bodily injury" or "property damage" or a "covered pollution cost or expense" occurs while the "trailer" is detached from a covered "auto" you are using and:
  - (a) Is being transported by the carrier; or
  - (b) Is being loaded on or unloaded from any unit of transportation by the carrier.

### 2. Coverage Extensions

#### a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

#### **b. Out-of-state Coverage Extensions**

While a covered "auto" is away from the state where it is licensed, we will:

- (1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limit specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing "motor carriers" of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of "loss" because of these extensions.

### **B. Exclusions**

This insurance does not apply to any of the following:

#### **1. Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

#### **2. Contractual**

Liability assumed under any contract or agreement. But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

#### **3. Workers' Compensation**

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

#### **4. Employee Indemnification And Employer's Liability**

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
  - (1) Employment by the "insured"; or
  - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

#### **5. Fellow Employee**

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or



- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph **a.** above.

#### **6. Care, Custody Or Control**

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

#### **7. Handling Of Property**

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

#### **8. Movement Of Property By Mechanical Device**

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

#### **9. Operations**

"Bodily injury" or "property damage" arising out of the operation of:

- a. Any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

#### **10. Completed Operations**

"Bodily injury" or "property damage" arising out of "your work" after that work has been completed or abandoned.

In the exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph **a.** or **b.** above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed;
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site; or
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

#### **11. Pollution**

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
  - (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
  - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
  - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

## 12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

## 13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

## C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

## SECTION III – TRAILER INTERCHANGE COVERAGE

### A. Coverage

1. We will pay all sums you legally must pay as damages because of "loss" to a "trailer" you don't own or its equipment under:

#### a. Comprehensive Coverage

From any cause except:

- (1) The "trailer's" collision with another object; or
- (2) The "trailer's" overturn.

#### b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the "trailer".

#### c. Collision Coverage

Caused by:

- (1) The "trailer's" collision with another object; or
- (2) The "trailer's" overturn.

2. We have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for any "loss" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.

### 3. Coverage Extensions

The following apply as **Supplementary Payments**. We will pay for you:

- a. All expenses we incur.
- b. The cost of bonds to release attachments, but only for bond amounts within our Limit of Insurance.
- c. All reasonable expenses incurred at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- d. All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- e. All interest on the full amount of any judgment that accrues after entry of the judgment; but our duty to pay interest ends when we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

### B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".
  - a. **Nuclear Hazard**
    - (1) The explosion of any weapon employing atomic fission or fusion; or
    - (2) Nuclear reaction or radiation, or radioactive contamination, however caused.
  - b. **War Or Military Action**
    - (1) War, including undeclared or civil war;

- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for loss of use.

### 3. Other Exclusions

We will not pay for "loss" due and confined to:

- a. Wear and tear, freezing, mechanical or electrical breakdown.
- b. Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

### C. Limits Of Insurance

The most we will pay for "loss" to any one "trailer" is the least of the following amounts:

1. The actual cash value of the damaged or stolen property at the time of the "loss";
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
3. The Limit Of Insurance shown in the Declarations.

### D. Deductible

For each covered "trailer", our obligation to pay:

1. The actual cash value of the damaged or stolen property at the time of the "loss" will be reduced by the applicable deductible shown in the Declarations.
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality will be reduced by the applicable deductible shown in the Declarations.
3. The damages for "loss" that would otherwise be payable will be reduced by the applicable deductible shown in the Declarations prior to the application of the Limit Of Insurance shown in the Declarations.

**SECTION IV – PHYSICAL DAMAGE COVERAGE****A. Coverage**

1. We will pay for "loss" to a covered "auto" or its equipment under:

- a. **Comprehensive Coverage**

- From any cause except:

- (1) The covered "auto's" collision with another object; or
      - (2) The covered "auto's" overturn.

- b. **Specified Causes Of Loss Coverage**

- Caused by:

- (1) Fire, lightning or explosion;
      - (2) Theft;
      - (3) Windstorm, hail or earthquake;
      - (4) Flood;
      - (5) Mischief or vandalism; or
      - (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

- c. **Collision Coverage**

- Caused by:

- (1) The covered "auto's" collision with another object; or
      - (2) The covered "auto's" overturn.

2. **Towing – Private Passenger Type Autos**

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the "private passenger type" is disabled. However, the labor must be performed at the place of disablement.

3. **Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles**

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
  - b. "Loss" caused by hitting a bird or animal; and
  - c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

**4. Coverage Extension**

- a. **Transportation Expenses**

We will also pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the "private passenger type". We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

- b. **Loss Of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered "auto";
    - (2) Specified Causes Of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
    - (3) Collision only if the Declarations indicates that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

**B. Exclusions**

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

- a. **Nuclear Hazard**

- (1) The explosion of any weapon employing atomic fission or fusion; or
    - (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

**b. War Or Military Action**

- (1) War, including undeclared or civil war;
  - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
2. We will not pay for "loss" to any of the following:
- a. Any covered "auto" while in anyone else's possession under a written "trailer" interchange agreement. But this exclusion does not apply to a loss payee; however, if we pay the loss payee, you must reimburse us for our payment.
  - b. Any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.
  - c. Tapes, records, discs or similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
  - d. Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.
  - e. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.
  - f. Any accessories used with the electronic equipment described in Paragraph e. above.
3. Exclusions 2.e. and 2.f. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:
- a. Permanently installed in or upon the covered "auto";
  - b. Removable from a housing unit which is permanently installed in or upon the covered "auto";

c. An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or

d. Necessary for the normal operation of the "auto" or the monitoring of the "auto's" operating system.

4. We will not pay for "loss" due and confined to:

a. Wear and tear, freezing, mechanical or electrical breakdown.

b. Blowouts, punctures or other road damage to tires.

This exclusion does not apply to "loss" resulting from the total theft of a covered "auto".

5. We will not pay for "loss" to a covered "auto" due to "diminution in value".

**C. Limits Of Insurance**

1. The most we will pay for:

a. "Loss" to any one covered "auto" is the lesser of:

(1) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

b. All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss" is \$1,000, if, at the time of "loss", such electronic equipment is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph b.(1) above; or

(3) An integral part of such equipment as described in Paragraphs b.(1) and b.(2) above.

2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.



**D. Deductible**

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

**SECTION V – MOTOR CARRIER CONDITIONS**

The following conditions apply in addition to the Common Policy Conditions:

**A. Loss Conditions****1. Appraisal For Physical Damage Loss**

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

**2. Duties In The Event Of Accident, Claim, Suit Or Loss**

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
  - (1) How, when and where the "accident" or "loss" occurred;
  - (2) The "insured's" name and address; and
  - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
  - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.

- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".

- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".

- (4) Authorize us to obtain medical records or other pertinent information.

- (5) Submit to examination at our expense, by physicians of our choice, as often as we reasonably require.

c. If there is a "loss" to a covered "auto" or its equipment, you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.

- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.

- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.

- (4) Agree to examination under oath at our request and give us a signed statement of your answers.

**3. Legal Action Against Us**

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Covered Autos Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

**4. Loss Payment – Physical Damage Coverages**

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

#### **5. Transfer Of Rights Of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

### **B. General Conditions**

#### **1. Bankruptcy**

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligation under this Coverage Form.

#### **2. Concealment, Misrepresentation Or Fraud**

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

#### **3. Liberalization**

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

#### **4. No Benefit To Bailee – Physical Damage Coverages**

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

#### **5. Other Insurance – Primary And Excess Insurance Provisions**

a. While any covered "auto" is hired or borrowed from you by another "motor carrier", this Coverage Form's Covered Autos Liability Coverage is:

- (1) Primary if a written agreement between you as the lessor and the other "motor carrier" as the lessee requires you to hold the lessee harmless.

(2) Excess over any other collectible insurance if a written agreement between you as the lessor and the other "motor carrier" as the lessee does not require you to hold the lessee harmless.

b. While any covered "auto" is hired or borrowed by you from another "motor carrier", this Coverage Form's Covered Autos Liability Coverage is:

(1) Primary if a written agreement between the other "motor carrier" as the lessor and you as the lessee does not require the lessor to hold you harmless, and then only while the covered "auto" is used exclusively in your business as a "motor carrier" for hire.

(2) Excess over any other collectible insurance if a written agreement between the other "motor carrier" as the lessor and you as the lessee requires the lessor to hold you harmless.

c. While a covered "auto" which is a "trailer" is connected to a power unit, this Coverage Form's Covered Autos Liability Coverage is:

(1) Provided on the same basis, either primary or excess, as the Covered Autos Liability Coverage provided for the power unit if the power unit is a covered "auto".

(2) Excess if the power unit is not a covered "auto".

d. Any Trailer Interchange Coverage provided by this Coverage Form is primary for any covered "auto".

e. Except as provided in Paragraphs a., b., c. and d. above, this Coverage Form provides primary insurance for any covered "auto" you own and excess insurance for any covered "auto" you don't own.

f. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

g. Regardless of the provisions of Paragraphs a., b., c., d. and e. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

- h. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

#### 6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

#### 7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere in the world if a covered "auto" of the "private passenger type" is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

provided that the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

#### 8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

#### SECTION VI – DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

- B. "Auto" means:

- 1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or
- 2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.

- D. "Covered pollution cost or expense" means any cost or expense arising out of:

- 1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- 2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
  - (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";
  - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
  - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph **6.b.** or **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto", if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

- E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- H. "Insured contract" means:
  - 1. A lease of premises;
  - 2. A sidetrack agreement;
  - 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - 5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or
  - 6. That part of any other contract or agreement, entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

- b. That pertains to the loan, lease or rental of an "auto" to you or any of your employees, if the "auto" is loaned, leased or rented with a driver; or
  - c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" unless the covered "auto" is used in your business as a "motor carrier" for hire as in Section II, Paragraph A.1.d. of the Who Is An Insured provision.
- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J. "Loss" means direct and accidental loss or damage.
- K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- 1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - 2. Vehicles maintained for use solely on or next to premises you own or rent;
  - 3. Vehicles that travel on crawler treads;
  - 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
    - a. Power cranes, shovels, loaders, diggers or drills; or
    - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
  - 5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
    - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
    - b. Cherry pickers and similar devices used to raise or lower workers; or
  - 6. Vehicles not described in Paragraph 1., 2., 3. or 4. above, maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
    - a. Equipment designed primarily for:
      - (1) Snow removal;
      - (2) Road maintenance, but not construction or resurfacing; or
      - (3) Street cleaning;
    - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
    - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.
- However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".
- L. "Motor carrier" means a person or organization providing transportation by "auto" in the furtherance of a commercial enterprise.
- M. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- N. "Private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.
- O. "Property damage" means damage to or loss of use of tangible property.
- P. "Suit" means a civil proceeding in which:
- 1. Damages because of "bodily injury" or "property damage"; or



2. A "covered pollution cost or expense", to which this insurance applies, are alleged.

"Suit" includes:

- a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" submits with our consent.

Q. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

R. "Trailer" includes a semitrailer or a dolly used to convert a semitrailer into a trailer. But for Trailer Interchange Coverage only, "trailer" also includes a container.



POLICY NUMBER: TCA-P000300-00

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – PUNITIVE OR EXEMPLARY DAMAGES**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM  
AUTO DEALERS COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM**

The following exclusion applies to all coverage sections of the policy:

This insurance does not apply to any punitive or exemplary damages.

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POLICY NUMBER: TCA-P000300-00

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **UNREPORTED DRIVERS - TEXAS**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
AUTO DEALERS COVERAGE FORM**

The following is added to the **CONDITIONS** section of the policy:

You must report all new drivers to us within 30 days after employment by you. Should the driver not meet our underwriting standards, we reserve the right to request that you place the driver in a non-driving capacity in your employ.

With respect to any unreported driver, coverage will only be provided up to the minimum liability insurance coverage required under the motor vehicle compulsory or financial responsibility laws of the state having jurisdiction with respect to the issuance of this policy.

All other terms and conditions of the policy remain unchanged.

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POLICY NUMBER: TCA-P000300-00

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **UNAUTHORIZED PERSON - TEXAS**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
AUTO DEALERS COVERAGE FORM**

The following is added to the **CONDITIONS** section of the policy:

### **Unauthorized Person**

- a. You must prohibit the use of a covered "auto" for the transportation of any "unauthorized person".

"Unauthorized person" means any person who is NOT:

- (1) You, your employees, partners, a lessee or borrower or any of their employees;
  - (2) Any person transported when aid is being rendered in case of an accident or other emergency;
  - (3) An attendant delegated to care for livestock; or
  - (4) A person specifically authorized in writing by you when such writing states:
    - (a) The name of the person to be transported;
    - (b) The points where the transportation begins and ends; and
    - (c) The dates such authority begins and ends.
- b. Notice of authorization as described in 1. (d) above for transporting a person must be provided to and approved by us prior to the transportation of the person.

With respect to any "unauthorized person", coverage will only be provided up to the minimum liability insurance coverage required under the motor vehicle compulsory or financial responsibility laws of the state having jurisdiction with respect to the issuance of this policy.

All other terms and conditions of the policy remain unchanged.

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POLICY NUMBER: TCA-P000300-00

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PHYSICAL DAMAGE COVERAGE AND TRAILER INTERCHANGE COVERAGE CHANGES**

This endorsement modifies insurance provided under the following:

### **MOTOR CARRIER COVERAGE FORM**

This endorsement provides only those coverages where a premium is shown in the Declarations. Each of these coverages applies only to the vehicles shown as covered "autos".

- I. For covered "autos" described in the Schedule of Covered Autos You Own, **SECTION IV - PHYSICAL DAMAGE COVERAGE, C. Limits of Insurance**, paragraph 1. is replaced by the following:

#### **C. Limits of Insurance**

1. The most we will pay for "loss" in any one "accident" is the least of the following amounts:
  - a. The actual cash value of the damaged or stolen property as of the time of "loss";
  - b. The cost of repairing or replacing the damaged or stolen property with property of like kind and quality; or
  - c. The Stated Limit shown in the Declarations. If we pay the Stated Limit, we will also pay any government-imposed fee or tax necessitated by the "loss."
- II. For covered "autos" described in the Schedule of Covered Autos You Own, **SECTION IV - PHYSICAL DAMAGE COVERAGE**, paragraph **D. Deductible** is replaced by the following:

#### **Deductible**

1. For each covered "auto", our obligation to pay:
  - a. The actual cash value of the damaged or stolen property as of the time of the "loss" will be reduced by the applicable deductible shown in the Declarations;
  - b. The cost of repairing or replacing the damaged or stolen property with property of like kind and quality will be reduced by the applicable deductible shown in the Declarations; or
  - c. The Stated Limit shown in the Declarations will be applied, if applicable, only after the amount of "loss" that would otherwise be payable is reduced by the applicable deductible shown in the Declarations.
2. Any Comprehensive Coverage Deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

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III. The following is added to **SECTION V – MOTOR CARRIER CONDITIONS**, paragraph **A. Loss Conditions**:

**Salvage – Physical Damage Loss**

If we pay the Stated Limit for “loss” to a covered “auto” or its equipment under Physical Damage Coverage, we will be entitled to take title and possession of the damaged property for salvage.

IV. Paragraph **A.1.** under **SECTION III – TRAILER INTERCHANGE COVERAGE** or under any applicable **TRAILER INTERCHANGE COVERAGE ENDORSEMENT** is replaced by the following:

**A. Coverage**

1. We will pay all sums you legally must pay as damages because of “loss” to a “trailer” you do not own while in your possession under a written “trailer” agreement or a written equipment-interchange agreement in which you assume liability for “loss” to the “trailer” while in your possession under:

**a. Comprehensive Coverage**

From any cause except:

- (1) The “trailer’s” collision with another object; or
- (2) The “trailer’s” overturn.

**b. Specified Causes of Loss Coverage**

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the “trailer”.

**c. Collision Coverage**

Caused by:

- (1) The “trailer’s” collision with another object; or
- (2) The “trailer’s” overturn.

This insurance applies only if the written “trailer” agreement or written equipment-interchange agreement is in effect at the time of the “loss” and a copy of the agreement is provided to us prior to the time of the “loss”.

All other terms and conditions of the policy remain unchanged.

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POLICY NUMBER: TCA-P000300-00

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **TRANSPORTED AUTOS**

This endorsement modifies insurance provided under the following:

### **MOTOR CARRIER COVERAGE FORM**

- I. For purposes of liability coverage applying to a "transported auto", SECTION II – COVERED AUTOS LIABILITY COVERAGE, B. Exclusions, item 7 is replaced by the following:

#### **7. Handling of Property**

- a. "Bodily injury" or "property damage" resulting from the handling of property other than a transported "auto":
- (1) Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
  - (2) After it is moved from the covered "auto" to the place where it is finally delivered to by the "insured".
- b. "Bodily injury" or "property damage" resulting from the handling of a transported "auto":
- (1) Before the transported "auto" is accepted by the "insured" for purposes of driving the transported "auto" for loading onto a covered "trailer"; or
  - (2) During the time the insured is using the transported "auto" for any purpose other than driving the transported "auto" from the place of acceptance to a covered "trailer" for loading or driving the transported auto from a covered "trailer" for delivery to its final destination; or
  - (3) After the transported "auto" has been delivered to its final destination by the "insured".

- II. The following is added to **SECTION IV – PHYSICAL DAMAGE COVERAGE, B. Exclusions, 2.:** Any "transported auto".

- III. The following is added to **SECTION VI – DEFINITIONS:**

"Transported auto" means only those "autos" you do not own, lease, hire, rent or borrow: 1) from the time the insured has accepted delivery of those "autos" until the "autos" have been loaded onto a covered "trailer;" and, 2) from the time those "autos" are unloaded from a covered "trailer" until the time those "autos" have been delivered to their final destination by the insured. Coverage is available, however, only if the "bodily injury" or "property damage" results from the insured driving the transported "auto" from the place of acceptance to the covered "trailer" for loading or from the covered "trailer" to the place of final delivery. If the "insured" is using a transported "auto" for any purpose other than driving the auto from the place of acceptance to a covered "trailer" or driving that transported "auto" from a covered "trailer" to its final place of delivery, that transported "auto" is not a covered "auto."

All other terms and conditions of the policy remain unchanged.

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POLICY NUMBER: TCA-P000300-00

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****UNREPORTED DRIVER**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM  
 AUTO DEALERS COVERAGE FORM  
 MOTOR CARRIER COVERAGE FORM**

It is imperative that all drivers are reported to DB Insurance Company within 30 days from the hire date. Any driver who is hired for more than 30 days and who is also not reported to DB Insurance Company is considered as an unreported driver at the time of an accident. It is insureds' responsibility to provide a proof of hire date if the driver is hired within 30 days from the date of an accident to avoid any undesirable action.

- If, at the time of an accident, an unreported driver qualifies as **Driver Type A** per the Table below, there will be no additional deductible penalty.
- If, at the time of an accident, an unreported driver qualifies as **Driver Type B** per the Table below, a **\$1,000 Physical Damage Deductible will be applied in addition** to any other Physical Damage Deductible. Additionally, a **\$1,000 Liability Deductible will be applied in addition** to any other Liability Deductible.
  - ➔ If there is no Physical Damage Coverage on the vehicle involved, a **\$2,000 Liability Deductible will be applied in addition** to any other Liability Deductible.
- If, at the time of an accident, an unreported driver qualifies as **Driver Type C** per the Table below, a **\$2,000 Physical Damage Deductible will be applied in addition** to any other Physical Damage Deductible. Additionally, a **\$2,000 Liability Deductible will be applied in addition** to any other Liability Deductible.
  - ➔ If there is no Physical Damage Coverage on the vehicle involved, a **\$4,000 Liability Deductible will be applied in addition** to any other Liability Deductible.

Driver Type	Driver History (MVR history within last three years at the time of accident applies.)
<b>A</b>	Less than four moving violations <b>OR</b> 1 accident with less than 2 moving violations
<b>B</b>	4 to 5 moving violations <b>OR</b> 1 accident with 2 or 3 moving violations
<b>C</b>	More than 5 moving violations <b>OR</b> 2 or more accidents <b>OR</b> 1 accident with more than 3 moving violations

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POLICY NUMBER: TCA-P000300-00

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION – PASSENGER HAZARD - TEXAS**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM  
AUTO DEALERS COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM**

The following exclusion applies to all coverage sections of the policy:

This insurance does not apply to any liability for “bodily injury” sustained by any passenger on any or all types of commercial vehicle, truck-tractor, truck, trailer or any similar vehicle.

However, this exclusion will only apply in excess of the minimum limits of liability required by the financial responsibility law in Texas.

All other terms and conditions of the policy remain unchanged.

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POLICY NUMBER: TCA-P000300-00

## **Have a complaint or need help?**

If you have a problem with a claim or your premium, call your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't, you may lose your right to appeal.

### **DB Insurance Company, Ltd. (US Branch)**

To get information or file a complaint with your insurance company:

Call: DB Insurance at (714) 829-1361

Toll-free: 1-888-891-7159

Email:

Online: <http://www.dbinsus.com>

Mail: 222 S Harbor Blvd, Ste 720 Anaheim, CA 92805

### **The Texas Department of Insurance**

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **COMBINED DEDUCTIBLE**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM AUTO DEALERS COVERAGE FORM MOTOR CARRIER COVERAGE FORM**

- I. The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE**, paragraph **D. Deductible** of the **BUSINESS AUTO COVERAGE FORM**:

For a "loss" involving:

1. Two or more covered "autos" attached to each other by coupling devices at the time of "loss", with or without covered "cargo", or
  2. A single covered "auto" with its covered "cargo",
- our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the Combined Deductible. The Combined Deductible is the highest individual deductible applicable to the "loss".

If the application of this Combined Deductible would result in a payment to the insured for the "loss" which is less than that which the insured otherwise would have received using each applicable deductible, then each applicable deductible shall apply.

- II. The following is added to:

- A. Section E. **Garagekeepers Coverage**, paragraph 5. **Limit Of Insurance And Deductibles**;
- B. Section F. **Physical Damage Coverage**, paragraph 5. **Deductible**; and
- C. **SECTION III – ACTS, ERRORS OR OMISSIONS LIABILITY COVERAGES**, paragraph E. **Limits Of Insurance And Deductible** of the **AUTO DEALERS COVERAGE FORM**:

For a "loss" involving:

1. Two or more covered "autos" attached to each other by coupling devices at the time of "loss", with or without covered "cargo", or
  2. A single covered "auto" with its covered "cargo",
- our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the Combined Deductible. The Combined Deductible is the highest individual deductible applicable to the "loss".

- III. The following is added to:

- A. **SECTION III – TRAILER INTERCHANGE COVERAGE**, paragraph, **D. Deductible**; and
- B. **SECTION IV – PHYSICAL DAMAGE COVERAGE**, paragraph, **D. Deductible** of the **MOTOR CARRIER COVERAGE FORM**:

For a "loss" involving:

1. Two or more covered "autos" attached to each other by coupling devices at the time

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of "loss", with or without covered "cargo", or  
2. A single covered "auto" with its covered "cargo",  
our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the Combined Deductible. The Combined Deductible is the highest individual deductible applicable to the "loss".

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POLICY NUMBER: TCA-P000300-00

**NOTICE TO POLICYHOLDERS REGARDING  
U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL  
("OFAC")**

**NO COVERAGE IS PROVIDED BY THIS POLICYHOLDER NOTICE NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISIONS OF YOUR POLICY. YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGES YOU ARE PROVIDED.**

**THIS NOTICE PROVIDES INFORMATION CONCERNING POSSIBLE IMPACT ON YOUR INSURANCE COVERAGE DUE TO DIRECTIVES ISSUED BY OFAC.**

**PLEASE READ THIS NOTICE CAREFULLY**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- \_ Foreign agents;
- \_ Front organizations;
- \_ Terrorists;
- \_ Terrorist organizations; and
- \_ Narcotics traffickers;

As "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site - <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.



POLICY NUMBER: TCA-P000300-00

## **NOTICE TO TEXAS POLICYHOLDERS LOSS CONTROL SERVICES**

TEXAS CODE 1952.058, 1903.003, AND 1903.051 REQUIRES INSURERS THAT WRITE COMMERCIAL AUTOMOBILE INSURANCE TO PROVIDE LOSS CONTROL SERVICES TO POLICYHOLDERS REASONABLY COMMENSURATE WITH THE RISKS, EXPOSURES AND EXPERIENCE OF THE INSURED'S BUSINESS. DB INSURANCE COMPANY MAKES THESE LOSS CONTROL SERVICES AVAILABLE TO OUR TEXAS BUSINESS AUTOMOBILE INSURANCE POLICYHOLDERS APPROPRIATE TO THEIR BUSINESS NEEDS AT NO COST. THIS INFORMATION MAY INCULDES, BUT IS NOT LIMITED TO, LOSS DATA, TRAINING MATERIAL, TRAINING CLASSES FOR THE INSURED'S SUPERVISORY PERSONNEL, TRAINING IN VEHICLE MAINTENANCE AND INSPECTION, TRAINING IN SAFE DRIVING TECHNIQUES, RECORD KEEPING AND SURVEYS.

FOR FURTHER INFORMATION REGARDING THESE SERVICES PLEASE CONTACT YOUR AGENT:

Agent Name : JAGDEEP SINGH INSURANCE AGENCY

Agent Address : 4185 W Figarden Dr #101

Agent Phone : (559) 277-5580

Agent Email : arundeep@jsinghagency.com

**DB Insurance Company, Ltd. (US Branch)**  
222 S Harbor Blvd Ste 720  
Anaheim, CA 92805

Online: <http://www.dbinsus.com>

POLICY NUMBER: TCA-P000300-00

## TEXAS CHANGES

For a covered "auto" licensed or principally garaged in Texas, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

### A. Changes In Physical Damage Coverage

1. The following exclusion is added to Paragraph **B. Exclusions** in the **Physical Damage Coverage** section:

We will not pay for "loss" due to or as a consequence of a seizure of a covered "auto" by federal or state law enforcement officers as evidence in a case against you under the Texas Controlled Substances Act or the federal Controlled Substances Act if you are convicted in such case.

2. Paragraphs **C.2.** and **C.3.** of the **Limit Of Insurance** provision under **Physical Damage Coverage** do not apply.
3. Paragraph **D. Deductible** in the **Physical Damage Coverage** section is amended by the addition of the following:

At the mutual agreement of you and us, we will not apply the deductible to "loss" to glass, if the glass is repaired rather than replaced.

### B. Changes In Conditions

The following condition is added:

#### Claim-handling Procedures

1. Within 15 days after we receive written notice of a claim, we will:
  - a. Acknowledge receipt of the claim. If we do not acknowledge receipt of the claim in writing, we will keep a record of the date, method and content of the acknowledgment;
  - b. Begin any investigation of the claim; and

- c. Specify the information you must provide in accordance with Paragraph **b.** of the Duties Condition.

We may request more information at a later date, if during the investigation of the claim such additional information is necessary.

2. After we receive the information we request, we will notify you in writing as to whether:
  - a. The claim will be paid;
  - b. The claim has been denied, and inform you of the reasons for denial;
  - c. More information is necessary; or
  - d. We need additional time to reach a decision. If we need additional time, we will inform you of the reasons for such need.

We will provide notification, as described in **2.a.** through **2.d.** above, within:

- a. 15 "business days"; or
- b. 30 days if we have reason to believe the "loss" resulted from arson.

If we have notified you that we need additional time to reach a decision, we must then either approve or deny the claim within 45 days of such notice.

3. If a claim results from a weather-related catastrophe or a major natural disaster as defined by the Texas Department of Insurance, the claim-handling deadlines described above are extended for an additional 15 days.
4. If we notify you that we will pay your claim, or part of your claim, we will pay within five "business days" after we notify you.

However, if payment of the claim or part of the claim is conditioned on your compliance with any of the terms under this Policy, we will make payment within five "business days" after the date you have complied with such terms.

5. We will notify the first Named Insured in writing of:
  - a. An initial offer to settle a claim made or "suit" brought against any "insured" under Covered Autos Liability Coverage of this Policy. The notice will be given no later than the 10th day after the date on which the offer is made.
  - b. Any settlement of a claim made or "suit" brought against the "insured" under Covered Autos Liability Coverage of this Policy. The notice will be given not later than the 30th day after the date of settlement.

As used in this condition, "business day" means a day other than Saturday, Sunday or a holiday recognized by the state of Texas.

#### **C. Changes In Uninsured/Underinsured Motorists Coverage**

All references to "Uninsured Motorists Coverage" in the title or text of any Coverage Form or endorsement thereto are changed to read "Uninsured/Underinsured Motorists Coverage".

#### **D. Changes In Trailer Interchange Coverage**

The following exclusion is added to Paragraph **B. Exclusions of Section III – Trailer Interchange Coverage** in the Motor Carrier Coverage Form and to Paragraph **B.2. Exclusions** of the Motor Carrier Endorsement if attached:

##### **Texas Controlled Substance Act**

We will not pay for "loss" due to or as a consequence of a seizure of a covered "auto" by federal or state law enforcement officers as evidence in a case against you under the Texas Controlled Substances Act or the federal Controlled Substances Act if you are convicted in such case.

#### **E. Changes In Garagekeepers Coverage**

If the Garagekeepers Coverage Endorsement or the Garagekeepers Coverage – Customers' Sound-receiving Equipment endorsement is attached, the following exclusion is added:

##### **Texas Controlled Substance Act**

We will not pay for "loss" due to or as a consequence of a seizure of a covered "auto" by federal or state law enforcement officers as evidence in a case against you under the Texas Controlled Substances Act or the federal Controlled Substances Act if you are convicted in such case.

POLICY NUMBER: TCA-P000300-00

## TEXAS CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**A. Paragraphs 2. and 5. of the Cancellation Common Policy Condition contained in Endorsement IL 00 17 are replaced by the following:**

**2. We may cancel this policy:**

- a.** By mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least 10 days before the effective date of cancellation.
- b.** For the following reasons, if this policy does not provide coverage to a governmental unit, as defined under 28 TEX. ADMIN. CODE, Section 5.7001:
  - (1)** If this policy has been in effect for 60 days or less, we may cancel for any reason except, that under the provisions of the Texas Insurance Code, we may not cancel this policy solely because the policyholder is an elected official.
  - (2)** If this policy has been in effect for more than 60 days, or if it is a renewal or continuation of a policy issued by us, we may cancel only for one or more of the following reasons:
    - (a)** Fraud in obtaining coverage;
    - (b)** Failure to pay premiums when due;
    - (c)** An increase in hazard within the control of the insured which would produce an increase in rate;
    - (d)** Loss of reinsurance covering all or part of the risk covered by the policy; or

**(e)** If we have been placed in supervision, conservatorship or receivership and the cancellation is approved or directed by the supervisor, conservator or receiver.

**c.** For the following reasons, if this policy provides coverage to a governmental unit, as defined under 28 TEX. ADMIN. CODE, Section 5.7001:

- (1)** If this policy has been in effect for less than 90 days, we may cancel this policy for any reason.
- (2)** If this policy has been in effect for 90 days or more, or if it is a renewal or continuation of a policy issued by us, we may cancel this policy, only for the following reasons:
  - (a)** If the first Named Insured does not pay the premium or any portion of the premium when due;
  - (b)** If the Texas Department of Insurance determines that continuation of this policy would result in violation of the Texas Insurance Code or any other law governing the business of insurance in Texas;
  - (c)** If the Named Insured submits a fraudulent claim; or
  - (d)** If there is an increase in the hazard within the control of the Named Insured which would produce an increase in rate.

5. If this policy is canceled, we will send the first Named Insured any premium refund due. The refund will be pro rata, subject to the policy minimum premium. The cancellation will be effective even if we have not made or offered a refund.

B. The following condition is added:

**Nonrenewal**

1. We may elect to renew this policy except that under the provisions of the Texas Insurance Code, we may not refuse to renew this policy solely because the policyholder is an elected official.

2. If we elect not to renew this policy, we may do so by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the reason for nonrenewal, at least 60 days before the expiration date. If notice is mailed or delivered less than 60 days before the expiration date, this policy will remain in effect until the 61st day after the date on which the notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the expiration date will be computed pro rata based on the previous year's premium.

POLICY NUMBER: TCA-P000300-00

## NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

**1. The insurance does not apply:**

**A. Under any Liability Coverage, to "bodily injury" or "property damage":**

- (1)** With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2)** Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

**B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.**

**C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:**

- (1)** The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;
- (2)** The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3)** The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

**2. As used in this endorsement:**

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".



"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

**(c)** Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

**(d)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

POLICY NUMBER: TCA-P000300-00

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – UNLICENSED DRIVERS**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM  
AUTO DEALERS COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM**

This insurance does not apply to any “accident” or loss resulting from the use of a vehicle driven by a person who does not have a valid license to drive that vehicle at the time of the “accident” or loss.

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with its permission.

POLICY NUMBER: TCA-P000300-00

COMMERCIAL AUTO  
CA 21 09 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****TEXAS UNINSURED/UNDERINSURED  
MOTORISTS COVERAGE**

For a "covered auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Texas, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** RABAAB TRUCKING LLC

**Endorsement Effective Date:** 05/24/2022

**SCHEDULE**

Limit Of Insurance	
<b>\$85,000</b>	<b>Each "Accident"</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Coverage**

1. We will pay damages which an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" because of "bodily injury" sustained by an "insured" or "property damage" caused by an "accident". The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "uninsured motor vehicle".
2. With respect to damages resulting from an "accident" with a vehicle described in Paragraph **d.** of the definition of "uninsured motor vehicle", we will pay under this coverage only if **a.** or **b.** below applies:
  - a.** The limit of any applicable liability bonds or policies has been exhausted by payment of judgments or settlements; or

- b.** A tentative settlement has been made between an "insured" and the insurer of the vehicle described in Paragraph **d.** of the definition of "uninsured motor vehicle", and we:

- (1) Have been given prompt written notice of such tentative settlement; and
- (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.
3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us. If we and the Named Insured do not agree as to whether or not a vehicle is actually uninsured, the burden of proof as to that issue will be on us.

**B. Who Is An Insured**

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are insureds:
  - a. The Named Insured and any "family member".
  - b. Any other person "occupying" a "covered auto".
  - c. Any person or organization for damages that person or organization is entitled to recover because of "bodily injury" sustained by a person described in **a.** or **b.** above.
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
  - a. The Named Insured for "property damage" only.
  - b. Any person "occupying" a "covered auto".
  - c. Any person or organization for damages that person or organization is entitled to recover because of "bodily injury" sustained by a person described in **b.** above.

**C. Exclusions**

1. We do not provide Uninsured/Underinsured Motorists Insurance:
  - a. For "bodily injury" sustained by:
    - (1) An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a "covered auto" for Uninsured/Underinsured Motorists Coverage under this Coverage Form;
    - (2) Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a "covered auto" for Uninsured/Underinsured Motorists Coverage under this Coverage Form; or
    - (3) Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured/Underinsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
  - b. For any claim settled without our consent. However, this exclusion does not apply to a settlement made with the insurer of an owner or operator of a vehicle described in Paragraph **d.** of the definition of "uninsured motor vehicle" in accordance with the procedure described in Paragraph **A.2.b.**

- c. For any person for the first \$250 of the amount of damage to the property of that person as the result of any one "accident".
- d. For the use of a vehicle without a reasonable belief that the person using the vehicle is entitled to do so. This exclusion does not apply to an individual Named Insured or a "family member" while using a "covered auto".
- e. For any person for "bodily injury" or "property damage" resulting from the intentional acts of that person.

2. This coverage shall not apply directly or indirectly to benefit:
  - a. Any insurer or self-insurer under any workers' compensation, disability or similar law.
  - b. Any insurer of property.

**D. Limit Of Insurance**

1. Regardless of the number of "covered autos", "insureds", policies or bonds applicable, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the limit of Uninsured/Underinsured Motorists Coverage shown in the Schedule or Declarations. Subject to this maximum, our limit of liability will be the lesser of:
  - a. The difference between the amount of a covered "insured's" damages for "bodily injury" or "property damage" and the amount paid or payable to that covered "insured" for such damages, by or on behalf of persons or organizations who may be legally responsible; or
  - b. The applicable limit of liability for this coverage.
2. In order to avoid insurance benefits payments in excess of actual damages sustained, subject to only the limits set out in the Schedule or Declarations and other applicable provisions of this coverage, we will pay all covered damages not paid or payable under any:
  - a. Workers' compensation, disability benefits or similar law;
  - b. Automobile Medical Payments Coverage; or
  - c. Personal Injury Protection Coverage.
3. Any payment under this coverage to or for an "insured" will reduce any amount that "insured" is entitled to recover for the same damages under this Policy's Covered Autos Liability Coverage.

#### 4. Special Provisions For Property Damage

For any "property damage" "loss" to which the Physical Damage Coverage of this Policy (or similar coverage from another policy) and this coverage both apply, the Named Insured may choose the coverage from which damages will be paid. Such Named Insured may recover under both coverages, but only if:

- a. Neither one by itself is sufficient to cover the "loss";
- b. The Named Insured pays the higher deductible amount (but the Named Insured does not have to pay both deductibles); and
- c. The Named Insured will not recover more than the actual damages.

#### E. Changes In Conditions

The conditions of the Policy are changed for Uninsured/Underinsured Motorists Insurance as follows:

1. The reference in the **Other Insurance Condition** in the Auto Dealers and Business Auto Coverage Forms and the **Other Insurance – Primary And Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form to "other collectible insurance" is replaced by the following:

If there is other applicable similar insurance, we will pay only our share of the "loss". Our share is the proportion that our Limit of Insurance bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible insurance.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:

- a. Promptly notify the police if a hit-and-run driver is involved.
- b. Promptly send us copies of the legal papers if a "suit" is brought.

- c. Take reasonable steps after "loss" to protect the "covered auto" and its equipment from further "loss". We will pay all reasonable expenses incurred to do this.
- d. Permit us to inspect and appraise the damaged property before its repair or disposal.
- e. Promptly notify us in writing of a tentative settlement between an "insured" and the insurer of the vehicle described in Paragraph **d.** of the definition of "uninsured motor vehicle" and allow us 30 days to advance payment to that "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such vehicle.

#### 3. Transfer Of Rights Of Recovery Against Others To Us

is changed by adding the following:

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

Our rights under this provision do not apply with respect to a tentative settlement between an "insured" and the insurer of an owner or operator of a vehicle described in Paragraph **d.** of the definition of "uninsured motor vehicle" if we:

- a. Have been given written notice of a tentative settlement between the "insured" and the insurer of the "uninsured motor vehicle"; and
- b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

- a. That payment will be separate from any amount an "insured" is entitled to recover under the provisions of Uninsured/Underinsured Motorists Coverage; and
- b. We also have the right to recover the advanced payment.

4. The following condition is added:

**Arbitration**

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding. However, at any time prior to the arbitrators' decision, either party may revoke the agreement to arbitrate the matter.

**F. Additional Definitions**

The following are added to the **Definitions** section and have special meaning for Uninsured/Underinsured Motorists Insurance:

1. "Covered auto" means an "auto":
  - a. Owned or leased by the Named Insured; or
  - b. While temporarily used as a substitute for an owned "covered auto" that has been withdrawn from normal use because of its breakdown, repair, servicing, "loss" or destruction.

Covered Autos Liability Coverage of this Policy must apply to the "covered auto".

"Covered auto" includes "autos" (described in a. or b. above) for which Uninsured/Underinsured Motorists Insurance has not been rejected in writing.
2. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.

3. "Occupying" means in, upon, getting in, on, out or off.
4. "Property damage" means injury to or "loss" of use or destruction of:
  - a. A "covered auto";
  - b. Property owned by the Named Insured or any "family member" of an individual Named Insured while contained in a "covered auto";
  - c. Property owned by any other person "occupying" the "covered auto" while contained in the "covered auto"; and
  - d. Any property owned by the Named Insured or "family member" of an individual Named Insured while contained in any "auto" not owned, but being operated, by such individual Named Insured or any "family member" of the individual Named Insured.
5. "Uninsured motor vehicle" means a land motor vehicle or "trailer" of any type:
  - a. To which no liability bond or policy applies at the time of the "accident".
  - b. Which is a hit-and-run vehicle whose operator or owner cannot be identified. The vehicle must hit an "insured", a "covered auto" or a vehicle an "insured" is "occupying".
  - c. To which a liability bond or policy applies at the time of the "accident", but the bonding or insuring company denies coverage or is or becomes insolvent.
  - d. Which is an underinsured motor vehicle. An underinsured motor vehicle is one to which a liability bond or policy applies at the time of the accident, but its limit of liability either:
    - (1) Is not enough to pay the full amount the covered "insured" is legally entitled to recover as damages; or
    - (2) Has been reduced by payment of claims to an amount which is not enough to pay the full amount the covered "insured" is legally entitled to recover as damages.

However, "uninsured motor vehicle" does not include any vehicle or equipment:

  - a. Owned by or furnished or available for the regular use of the Named Insured or a "family member" of an individual Named Insured;



- b. Owned or operated by a self-insurer under an applicable motor vehicle law;
- c. Owned by any governmental body unless the operator of the vehicle is uninsured and there is no statute imposing liability for damage because of "bodily injury" or "property damage" on the governmental body for an amount not less than the Limit of Insurance for this coverage;
- d. Operated on rails or crawler treads;
- e. Designed mainly for use off public roads while not on public roads; and
- f. While located for use as a residence or premises.

POLICY NUMBER: TCA-P000300-00

COMMERCIAL AUTO  
CA 22 64 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****TEXAS PERSONAL INJURY PROTECTION  
ENDORSEMENT**

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Texas, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** RABAAB TRUCKING LLC

**Endorsement Effective Date:** 05/24/2022

**SCHEDULE**

Limit Of Insurance (Each Insured)	Premium
\$2,500	See Declarations
\$	\$
\$	\$
\$	\$

**Description Of Covered Autos** (Check appropriate box.):

☐ Any "auto" owned by you  
☐ Any private passenger "auto" owned by you  
☐ Any motor vehicle to which are attached dealer's license plates issued to you  
☒ Any motor vehicle designated in the Declarations of the policy by the letters P.I.P. and a motor vehicle the ownership of which is acquired during the policy period by you as a replacement therefor

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Coverage**

We will pay Personal Injury Protection benefits because of "bodily injury" resulting from a motor vehicle "accident" and sustained by a person "insured". Our payment will only be for "losses" or expenses incurred within three years from the date of the "accident".

Personal Injury Protection benefits consist of:

1. Necessary expenses for medical and funeral services.
2. 80% of an "insured's" loss of income from employment. These benefits apply only if, at the time of the "accident", the "insured":
  - a. Was an income producer; and

- b. Was in an occupational status.

These benefits do not apply to any "loss" after the "insured" dies.

Loss of income is the difference between:

- a. Income which would have been earned had the "insured" not been injured; and
- b. The amount of income actually received from employment during the period of disability.

If the income being earned as of the date of the "accident" is a salary or fixed remuneration, it shall be used in determining the amount of income which would have been earned. Otherwise, the average monthly income earned during the period (not more than 12 months) preceding the "accident" shall be used.

- 3. Reasonable expenses incurred for obtaining services. These services must replace those an "insured" would normally have performed:
  - a. Without pay;
  - b. During a period of disability; and
  - c. For the care and maintenance of the family or household.

These benefits apply only if, at the time of the "accident", the "insured":

- a. Was not an income producer; and
- b. Was not in an occupational status.

These benefits do not apply to any "loss" after the "insured" dies.

## B. Who Is An Insured

- 1. You or any "family member" while "occupying" or when struck by any "auto".
- 2. Anyone else "occupying" a "covered auto" with your permission.

## C. Exclusions

We will not provide Personal Injury Protection Coverage for any person for "bodily injury" sustained:

- 1. In an "accident" caused intentionally by that person.
- 2. By that person while in the commission of a felony.
- 3. By that person while attempting to elude arrest by a law enforcement official.
- 4. While "occupying" or when struck by, any motor vehicle (other than a "covered auto") which is owned by you.

- 5. By a "family member" while "occupying" or when struck by any motor vehicle (other than a "covered auto") which is owned by a "family member".

## D. Limit Of Insurance

Regardless of the number of owned "covered autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for "bodily injury" for each "insured" in any one "accident" is the limit of Personal Injury Protection shown in the Schedule or in the Declarations.

## E. Changes In Conditions

The Conditions of the policy are changed for Personal Injury Protection as follows:

- 1. The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

However, our rights only apply against a person causing or contributing to the "accident" if, on the date of the "loss", the minimum limits required by Texas law have not been established for a motor vehicle involved in the "accident" and operated by that person.

- 2. The reference in the **Other Insurance** Condition in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form to "other collectible insurance" is replaced by the following:

If there is other Personal Injury Protection Insurance, we will pay only our share. Our share is the proportion that our Limit of Insurance bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible Personal Injury Protection Insurance.

- 3. The following conditions are added:

### a. Payment Provision

Loss Payments benefits are payable:

- (1) Not more frequently than every two weeks; and
- (2) Within 30 days after satisfactory proof of claim is received.

### b. Assignment Of Benefits

Payments for medical benefits will be paid directly to a physician or other health care provider if we receive a written assignment signed by the covered person to whom such benefits are payable.

#### **F. Additional Definitions**

The following are added to the **Definitions** section and have special meaning for Personal Injury Protection:

**1. "Covered auto" means an "auto":**

- a.** Owned or leased by you; or
- b.** While temporarily used as a substitute for an owned "covered auto" that has been withdrawn from normal use because of its breakdown, repair, servicing, "loss" or destruction.

Covered Autos Liability Coverage of this policy must apply to the "covered auto".

"Covered auto" includes "autos" (described in Paragraphs **a.** and **b.** above) for which Personal Injury Protection Coverage has not been rejected in writing.

- 2. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.**
- 3. "Occupying" means in, upon, getting in, on, out or off.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – BROKER LIABILITY**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM**

- I. The following is added to **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, paragraph **B. Exclusions**:

- a. Liability arising out of your operations or activities as a “Freight Broker”.
- b. Liability arising out of the operation, maintenance or use of any “auto” by any trucker hired, selected or retained by you for the purpose of transporting property.
- c. Liability arising out of negligent hiring, retention or selection of any trucker.
- d. Liability assumed under or arising out of any contract or agreement made in connection with your operations or activities as a “Freight Broker” or otherwise for the purpose of arranging for the transportation of property by a trucker. This exclusion applies to liability assumed under any such contract or agreement regardless of whether the contract is an “Insured Contract”.

- II. The following is added to the **DEFINITIONS** section of the Coverage Form:

“Freight Broker” means any person or corporation who, for compensation, arranges or offers to arrange the transportation of property by any trucker.

All other terms and conditions of the policy remain unchanged.

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with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## NAMED DRIVER EXCLUSION

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

**GARAGE COVERAGE FORM**

**MOTOR CARRIER COVERAGE FORM**

Excluded Driver List	
Name <u>RAMANDEEP SINGH</u>	Driver's License # <u>[REDACTED]</u>
Name <u>DIVJEET SINGH</u>	Driver's License # <u>[REDACTED]</u>
Name <u>MANJIT SINGH RANDHAWA</u>	Driver's License # <u>[REDACTED]</u>
Name <u>SHIV KUMAR</u>	Driver's License # <u>[REDACTED]</u>

We will not pay for any claim arising from an "accident" or "loss" which occurs while a covered "auto" is being driven, either with or without your permission, by the person listed above as an Excluded Driver.

None of the coverages provided by the policy apply to any injury, "loss" or damage sustained by any "insured" or any other person or organization because of the "accident" when the Excluded Driver named above is involved in an "accident" while operating a covered "auto". If we should be obligated to pay for any loss incurred while the Excluded Driver is operating a covered "auto" in order to comply with a compulsory insurance, financial responsibility or no-fault law, you agree to reimburse us for all such payments and expense.

You also agree that this endorsement will serve as a rejection of uninsured/underinsured motorist coverage and personal injury protection coverage while a covered "auto" or any other motor vehicle is operated by the Excluded Driver.

Accepted by: Amarpal Singh Sandhu Title: \_\_\_\_\_ Date: 05/24/2022 22:59 UTC



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DRIVER EXCLUSION  
UNREPORTED DRIVER UNDER TWENTY-FIVE (25) YEARS OF  
AGE**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM  
AUTO DEALERS COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM**

This insurance does not apply to "bodily injury", "property damage", or "loss" resulting from or arising out of the use of any auto by an **unreported driver who is under twenty-five (25) years of age**.

Should a court reform or rescind any provision of this policy because it is inconsistent with applicable state financial responsibility laws, because it is contrary to public policy, or for any other reason, the limits of insurance coverage shall be the minimum limits mandated by applicable state financial responsibility law. The policy terms and conditions as written prior to such reformation shall be given full effect with respect to any insurance coverage in excess of the applicable state financial responsibility law compulsory limits of insurance coverage. Applicable state financial responsibility law does not include any law governing motor carriers of passengers or property.

If we should be obligated to pay for any loss incurred while the **unreported driver who is under twenty-five (25) years of age** is operating a covered "auto" in order to comply with a compulsory insurance, financial responsibility or no-fault law, you agree to reimburse us for all such payments and expense.

You also agree that this endorsement will serve as a rejection of uninsured/underinsured motorist coverage and personal injury protection coverage while a covered "auto" or any other motor vehicle is operated by the **unreported driver who is under twenty-five (25) years of age**.

By signing below I am verifying that I have read, and had explained to me, the above endorsement and understand and agree that this endorsement accurately indicates the coverage that I have requested and received and is properly limited as indicated.

x *Amarpal Singh Sandhu*  
Applicant's Signature (Required)

05/24/2022 22:59 UTC  
Date (Required)

USDOT Number: 1888045

Date Received: 05/24/2022

Please note, the expiration date as stated on this form relates to the process for renewing the Information Collection Request for this form with the Office of Management and Budget. This requirement to collect information as requested on this form does not expire. For questions, please contact the Office of Registration and Safety Information, Registration, Licensing, and Insurance Division.

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0008. Public reporting for this collection of information is estimated to be approximately 2 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.



United States Department of Transportation  
Federal Motor Carrier Safety Administration

Endorsement for Motor Carrier Policies of Insurance for Public Liability  
under Sections 29 and 30 of the Motor Carrier Act of 1980

# FORM MCS-90

Issued to RABAAB TRUCKING LLC

(Motor Carrier name)

of TX

(Motor Carrier state or province)

Dated at 05/24/2022 on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_Amending Policy Number: TCA-P000300-00 Effective Date: 05/24/2022Name of Insurance Company: DB Insurance Co., Ltd.

Countersigned by: \_\_\_\_\_

(authorized company representative)

The policy to which this endorsement is attached provides primary or excess insurance, as indicated for the limits shown (check only one):

- ☒ This insurance is primary and the company shall not be liable for amounts in excess of \$750,000 for each accident.
- ☐ This insurance is excess and the company shall not be liable for amounts in excess of \$ \_\_\_\_\_ for each accident in excess of the underlying limit of \$ \_\_\_\_\_ for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: 1-866-514-2200.

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, DC).

Filings must be transmitted online via the Internet at <http://www.fmcsa.dot.gov/urs>.

(continued on next page)

## DEFINITIONS AS USED IN THIS ENDORSEMENT

**Accident** includes continuous or repeated exposure to conditions or which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

**Motor Vehicle** means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

**Bodily Injury** means injury to the body, sickness, or disease to any person, including death resulting from any of these.

**Property Damage** means damage to or loss of use of tangible property.

**Environmental Restoration** means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

**Public Liability** means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon,

or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of anyone accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

(continued on next page)

## SCHEDULE OF LIMITS — PUBLIC LIABILITY

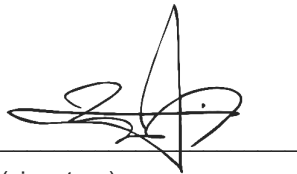
Type of carriage	Commodity transported	January 1, 1985
(1) For-hire (in interstate or foreign commerce, with a gross vehicle weight rating of 10,001 or more pounds).	Property (nonhazardous)	\$750,000
(2) For-hire and Private (in interstate, foreign, or intrastate commerce, with a gross vehicle weight rating of 10,001 or more pounds).	Hazardous substances, as defined in <u>49 CFR 171.8</u> , transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Division 1.1, 1.2, and 1.3 materials, Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material, as defined in <u>49 CFR 173.403</u> .	\$5,000,000
(3) For-hire and Private (in interstate or foreign commerce, in any quantity; or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,001 or more pounds).	Oil listed in <u>49 CFR 172.101</u> ; hazardous waste, hazardous materials, and hazardous substances defined in <u>49 CFR 171.8</u> and listed in <u>49 CFR 172.101</u> , but not mentioned in (2) above or (4) below.	\$1,000,000
(4) For-hire and Private (In interstate or foreign commerce, with a gross vehicle weight rating of less than 10,001 pounds).	Any quantity of Division 1.1, 1.2, or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in <u>49 CFR 173.403</u> .	\$5,000,000

\*The schedule of limits shown does not provide coverage. The limits shown in the schedule are for information purposes only.

POLICY NUMBER: TCA-P000300-00

## SIGNATURE PAGE

In Witness Whereof, the undersigned has caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

A handwritten signature in black ink, consisting of stylized cursive letters, is written over a horizontal line.

(signature)

U.S. Branch Manager, DB Insurance Co., Ltd. (U.S. Branch)

**ENDORSEMENT NO. 1**

Effective Date: 07/05/2022

Named Insured: RABAAB TRUCKING LLC

Insurer: DB Insurance Co., Ltd.

Policy No.: TCA-P000300-00

**IT IS UNDERSTOOD AND AGREED THAT THE FOLLOWING CHANGES HAVE BEEN MADE TO THE POLICY.**

Number of Vehicles Operated Changed To: 23

**Scheduled Vehicles Added:**

2019 Freightliner Tractor VIN: 3ALXGF00XKDKB2072, GVW: 80000, Type: Truck Tractor, Value: \$0, Radius: 1500, Owner: Company

**Scheduled Drivers Amended From:**

MANJIT SINGH RANDHAWA, DOB: [REDACTED], MI License: [REDACTED], CDL Issue Date: 2022-05-11, Years Driving: 4, Hired: 09/06/2018, Moving Violations: 3, Accidents: 0, Excluded: Y

**To:**

MANJIT SINGH RANDHAWA, DOB: [REDACTED], MI License: [REDACTED], CDL Issue Date: 05/11/2022, Years Driving: 4, Hired: 09/06/2018, Moving Violations: 3, Accidents: 0, Excluded: N

Additional Total Premium: [REDACTED]

Additional Total: [REDACTED]

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

Date of Issue: 07/06/2022

BY:

A handwritten signature in black ink, appearing to be a stylized representation of a name, possibly "S. Singh", written over a horizontal line.

**ENDORSEMENT NO. 2**

Effective Date: 07/05/2022

Named Insured: RABAAB TRUCKING LLC

Insurer: DB Insurance Co., Ltd.

Policy No.: TCA-P000300-00

IT IS UNDERSTOOD AND AGREED THAT THE FOLLOWING CHANGES HAVE BEEN MADE TO  
THE POLICY.

Scheduled Drivers Amended From:

MANJIT SINGH RANDHAWA, DOB: [REDACTED], MI License: [REDACTED], CDL Issue Date: 2022-05-11, Years Driving: 4, Hired:  
09/06/2018, Moving Violations: 3, Accidents: 0, Excluded: N

To:

MANJIT SINGH RANDHAWA, DOB: [REDACTED], MI License: [REDACTED], CDL Issue Date: 05/11/2022, Years Driving: 4, Hired:  
09/06/2018, Moving Violations: 3, Accidents: 0, Excluded: Y

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Date of Issue: 07/06/2022

BY:

A handwritten signature in black ink, appearing to be a stylized 'S' or 'J' followed by a dot.



**ENDORSEMENT NO. 3**

Effective Date: 07/09/2022

Named Insured: RABAAB TRUCKING LLC

Insurer: DB Insurance Co., Ltd.

Policy No.: TCA-P000300-00

IT IS UNDERSTOOD AND AGREED THAT THE FOLLOWING CHANGES HAVE BEEN MADE TO  
THE POLICY.

Scheduled Drivers Amended From:

SHARANJIT SINGH, DOB: [REDACTED], CA License: [REDACTED], CDL Issue Date: 2022-05-11, Years Driving: 5, Hired: 11/21/2018, Moving  
Violations: 0, Accidents: 0, Excluded: N

JAGPREET SINGH, DOB: [REDACTED], CA License: [REDACTED], CDL Issue Date: 2022-05-11, Years Driving: 2, Hired: 11/15/2021, Moving  
Violations: 1, Accidents: 0, Excluded: N

To:

SHARANJIT SINGH, DOB: [REDACTED], CA License: [REDACTED], CDL Issue Date: 05/11/2022, Years Driving: 5, Hired: 11/21/2018, Moving  
Violations: 0, Accidents: 0, Excluded: Y

JAGPREET SINGH, DOB: [REDACTED], CA License: [REDACTED], CDL Issue Date: 05/11/2022, Years Driving: 2, Hired: 11/15/2021, Moving  
Violations: 1, Accidents: 0, Excluded: Y

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Date of Issue: 07/18/2022

BY:

A handwritten signature in black ink, appearing to be a stylized 'S' or 'J' followed by a horizontal line and a vertical line.

**ENDORSEMENT NO. 4**

Effective Date: 01/10/2023

Named Insured: RABAAB TRUCKING LLC

Insurer: DB Insurance Co., Ltd.

Policy No.: TCA-P000300-00

IT IS UNDERSTOOD AND AGREED THAT THE FOLLOWING CHANGES HAVE BEEN MADE TO  
THE POLICY.

Number of Vehicles Operated Changed To: 21

Scheduled Vehicles Removed:

2020 Freightliner Tractor VIN: 3AKJHHDR3KSKF5904, GVW: 80000, Type: Truck Tractor, Value: \$0, Radius: 1500, Owner: Company

2015 Freightliner Tractor VIN: 3AKJGLD51FSGG0252, GVW: 80000, Type: Truck Tractor, Value: \$0, Radius: 1500, Owner: Company

Additional Total Premium: [REDACTED]

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Date of Issue: 01/11/2023

BY:

A handwritten signature in black ink, appearing to be a stylized 'S' or 'J' followed by a horizontal line and a vertical line.

**ENDORSEMENT NO. 5**

Effective Date: 10/04/2022

Named Insured: RABAAB TRUCKING LLC

Insurer: DB Insurance Co., Ltd.

Policy No.: TCA-P000300-00

IT IS UNDERSTOOD AND AGREED THAT THE FOLLOWING CHANGES HAVE BEEN MADE TO  
THE POLICY.

Number of Vehicles Operated Changed To: 20

Scheduled Vehicles Removed:

2020 Freightliner Tractor VIN: 3AKJHHDR0LSLL1360, GVW: 80000, Type: Truck Tractor, Value: \$0, Radius: 1500, Owner: Company

Additional Total Premium: [REDACTED]

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Date of Issue: 01/12/2023

BY:

A handwritten signature in black ink, appearing to be a stylized 'S' or 'J' followed by a horizontal line and a vertical line.

**ENDORSEMENT NO. 6**

Effective Date: 02/18/2023

Named Insured: RABAAB TRUCKING LLC

Insurer: DB Insurance Co., Ltd.

Policy No.: TCA-P000300-00

IT IS UNDERSTOOD AND AGREED THAT THE FOLLOWING CHANGES HAVE BEEN MADE TO  
THE POLICY.

Scheduled Vehicles Removed:

2017 Freightliner Tractor VIN: 3AKJGLDR6HSHV9689, GVW: 80000, Type: Truck Tractor, Value: \$0, Radius: 1500, Owner: Company

Scheduled Vehicles Added:

2023 FREIGHTLINER Unknown VIN: 3AKJHHDR9PSNZ6669, GVW: 80000, Type: Truck Tractor, Value: \$0, Radius: 1500, Owner: Company

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Date of Issue: 02/21/2023

BY:

A handwritten signature in black ink, appearing to be a stylized 'S' or 'J' followed by a horizontal line and a vertical line.

**ENDORSEMENT NO. 7**

Effective Date: 04/04/2023

Named Insured: RABAAB TRUCKING LLC

Insurer: DB Insurance Co., Ltd.

Policy No.: TCA-P000300-00

IT IS UNDERSTOOD AND AGREED THAT THE FOLLOWING CHANGES HAVE BEEN MADE TO  
THE POLICY.

Scheduled Vehicles Removed:

2015 Freightliner Tractor VIN: 1FUJGLD57FLGE3807, GVW: 80000, Type: Truck Tractor, Value: \$0, Radius: 1500, Owner: Company

Scheduled Vehicles Added:

2023 Freightliner Tractor VIN: 3AKJHHDR6PSNZ6659, GVW: 80000, Type: Truck Tractor, Value: \$0, Radius: 1500, Owner: Company

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Date of Issue: 04/05/2023

BY:

A handwritten signature in black ink, appearing to be a stylized 'S' or 'Z' followed by a vertical line and a horizontal stroke.